



625 Burnell Street
Napa, CA 94559

Agenda - Final

**Wednesday, November 18, 2020
1:30 PM**

MEETING LOCATION: REFER TO COVID-19 SPECIAL NOTICE

NVRTA Board of Directors

******COVID-19 SPECIAL NOTICE******

PUBLIC MEETING GUIDELINES FOR PARTICIPATING VIA PHONE/VIDEO CONFERENCE

Consistent with Executive Orders No. N-25-20 and N-29-20 from the Executive Department of the State of California and Napa County's Shelter in Home Order issued March 18, 2020 and further extended, a physical location will not be provided for the Napa Valley Transportation Board of Directors meeting. The public is invited to participate telephonically or electronically via the methods below:

To observe the meeting by video conference, go to the following link at the noticed meeting time: <https://zoom.us/join> and enter meeting ID 843 0761 2259.

Instructions on how to join a video conference are available at: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

To observe the meeting by phone, call 1 (669) 900-6833 at the noticed meeting time, then enter Meeting ID 843 0761 2259. When asked for the participant ID or code, press #.

Instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>

How to Submit a Public Comment

1. Members of the public may submit a public comment in writing by emailing info@nvta.ca.gov by 11 a.m. on the day of the meeting with PUBLIC COMMENT identified in the subject line of the email. For comments to be read into record, emails with the equivalent of a maximum of 3 minutes shall contain in the subject line "Public Comment-Not on the Agenda" or "Public Comment-Agenda Item # (include item number)". All written comments should be 350 words or less, which corresponds to approximately 3 minutes of less of speaking time. All other written comments received will still be provided to the Board of Directors and be included as part of the meeting record.
2. To comment during a virtual meeting (Zoom), click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the Agenda item. You will be unmuted when it is your turn to make your comment for up to 3 minutes. After allotted time, you will be re-muted.
Instructions for how to "Raise Your Hand" are available at: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.
3. To comment by phone, press **"*9"** to request to speak when Public Comment is being taken on the Agenda item. You will be called upon by the last four digits of your phone number and phone participants must unmute themselves by pressing ***6** when called upon and will be provided up to 3 minutes to comment. After your allotted time, you will be re-muted.

This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact Karrie Sanderlin, NVTA Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

Translation Services: If you require a translator to facilitate testimony to the NVTA, please contact Karrie Sanderlin, NVTA Board Secretary, at (707) 259-8633 no later than 48 hours in advance of the scheduled meeting.

This Agenda may also be viewed online by visiting the NVTA website <https://legistar.com/Calendar.aspx>.

Note: Where times are indicated for agenda items, they are approximate and intended as estimates only, and may be shorter or longer as needed.

Acceso y el Título VI: La NVTA puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al número (707) 259-8633. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

Ang Accessibility at Title VI: Ang NVTA ay nagkakaloob ng mga serbisyo/akomodasyon kung hilingin ang mga ito, ng mga taong may kapansanan at mga indibiduwal na may limitadong kaalaman sa wikang Ingles, na nais na matugunan ang mga bagay-bagay na may kinalaman sa NVTA Board. Para sa mga tulong sa akomodasyon o pagsasalin-wika, mangyari lang tumawag sa (707) 259-8633. Kakailanganin namin ng paunang abiso na tatlong araw na may pasok sa trabaho para matugunan ang inyong kahilingan.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Adoption of the Agenda
5. Public Comment
6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
7. Director's Update
8. Caltrans' Update

9. PRESENTATIONS

- 9.1 **Proclamations will be Presented to Board Member Jill Techel in Recognition of Her 22 Years of Service as a NVTA Board Member and Board Secretary Karrie Sanderlin in Recognition of Her 21 Years of Service as a NVTA Staff Member**

Estimated Time: 1:45 p.m.

Note: Where times are indicated for the agenda item, they are approximate and intended as estimates only and may be shorter or longer as needed.

10. CONSENT AGENDA ITEMS (10.1 - 10.5)

- 10.1 **Approval of Meeting Minutes of October 21, 2020 (Karrie Sanderlin) (Pages 11-15)**

Recommendation: Board action will approve the meeting minutes of October 21, 2020.

Estimated Time: 1:45 p.m.

Attachments: [Draft Minutes](#)

- 10.2 Resolution No. 20-22 Setting the Regular Meeting Time, Place, and Schedule of the Napa Valley Transportation Authority (NVTB) Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the Citizen Advisory Committee (CAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2021 (Laura Sanderlin) (Pages 16-26)**

Recommendation: Board action will approve setting the regular meeting time, place, and schedule for the NVTB, TAC, PCC, CAC and ATAC for calendar year 2021.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

- 10.3 Resolution No. 20-23 Authorizing the Executive Director to Execute Fund Transfer Agreements with the State of California Department of Transportation (Caltrans) for Fiscal Year (FY) 2020-21 State Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program (Antonio Onorato) (Pages 27-31)**

Recommendation: Board action will approve Resolution No. 20-23 authorizing the Executive Director to execute Fund Transfer Agreements with Caltrans for FY 2020-21 STIP PPM program in the amount of \$52,000.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

10.4 Resolution No. 20-24 Authorizing the Executive Director to Execute and Take all Action Necessary to Obtain Temporary Construction Access Easement Agreements for the Napa Valley Vine Trail - St. Helena to Calistoga Project (Rebecca Schenck) (Pages 32-55)

Recommendation: Board action will authorize the Executive Director to execute, make minor modifications, and take all action necessary to obtain temporary construction access easement agreements for the Napa Valley Vine Trail - St. Helena to Calistoga project.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

10.5 Letters of No Prejudice (LONP) Submissions to the Metropolitan Transportation Commission (MTC) for Regional Measure 3 (RM 3) Projects (Antonio Onorato) (Page 56-58)

Recommendation: Board action will approve submitting LONP for RM3 projects and authorizes the Executive Director to request LONP's from MTC, when appropriate for NVTA projects that meet the requirements for RM3 LONP's.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

11. REGULAR AGENDA ITEMS

11.1 2021 Federal and State Legislative Advocacy Program and Project Priorities and Legislative Update (Kate Miller) (Pages 59-71)

Recommendation: Board action will (1) approve the 2021 Federal and State Legislative Advocacy Programs and Project Priorities, and (2) receive the State Legislative update from Steve Wallauch, Platinum Advisors.

Estimated Time: 1:45 p.m.

Attachments: [Staff Report](#)

11.2 Napa Valley Transportation Authority (NVTB) Preliminary Financial Statements for Fiscal Year (FY) Ended June 30, 2020, FY 2020-21 Quarter 1 (Q1) Review, 5-Year Budget Forecast, and Delegated Authority Matrix (Antonio Onorato) (Pages 72-80)

Recommendation: Information only. The Board will receive the preliminary Fiscal Year End 2019-20 Financial Statements, FY 2020-21 Quarter 1 Review, 5-Year Budget Forecast, and Delegated Authority Matrix.

Estimated Time: 2:00 p.m.

Attachments: [Staff Report](#)

11.3 FY 2019-2029 Napa County Short Range Transit Plan (SRTTP) (Danielle Schmitz) (Pages 81-83)

Recommendation: Board action will approve the FY 2019-2029 Napa County Short Range Transit Plan and allow staff to make minor modifications to the document.

Estimated Time: 2:15 p.m.

Attachments: [Staff Report](#)

11.4 Vine Transit's Services in Support of the Emergency Operation Center (EOC) (Danielle Schmitz) (Pages 84-86)

Recommendation: Information only. The Board will receive an update on NVTB's activities in support of the EOC during the pandemic, LNU and Glass Fire events.

Estimated Time: 2:30 p.m.

Attachments: [Staff Report](#)

11.5 Vine Transit Update (Rebecca Schenck / Libby Payan) (Pages 87-93)

Recommendation: Information only. The Board will receive the Vine Transit Services Fiscal Year (FY) 2020-21 first quarter (Q1) operational performance update.

Estimated Time: 2:45 p.m.

Attachments: [Staff Report](#)

11.6 Amendment No. 12 to the Napa Valley Transportation Authority (NVTA) Joint Powers Agreement (Antonio Onorato) (Pages 94-125)

Recommendation: Board action will approve the proposed revisions to the NVTA Joint Powers Agreement (JPA) and direct staff to circulate it to its member jurisdictions for approval by their respective councils.

Estimated Time: 3:00 p.m.

Attachments: [Staff Report](#)

11.7 First Amendment to Napa Valley Transportation Authority (NVTA) Agreement No. 20-14 With KNN Public Finance, LLC (Antonio Onorato) (Pages 126-134)

Recommendation: Board action will authorize the Executive Director to execute, and make minor modifications, the First Amendment to NVTA Agreement No. 20-14 with KNN Public Finance, LLC for additional financial advisory services to secure Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance in an amount not to exceed \$25,000.

Estimated Time: 3:15 p.m.

Attachments: [Staff Report](#)

12. FUTURE AGENDA ITEMS

13. CLOSED SESSION

13.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(B)(1))

Title: Executive Director

Estimated Time: 3:30 p.m.

14. ADJOURNMENT

14.1 Approval to Cancel the Meeting of Wednesday, December 16, 2020 at 1:30 p.m. and Adjournment

Estimated Time: 4:00 p.m.

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, November 13, 2020.

Laura Sanderlin (e-sign) 11/12/2020
Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

AB 32	Global Warming Solutions Act	GTFS	General Transit Feed Specification
ABAG	Association of Bay Area Governments	HBP	Highway Bridge Program
ADA	American with Disabilities Act	HBRR	Highway Bridge Replacement and Rehabilitation Program
ATAC	Active Transportation Advisory Committee	HIP	Housing Incentive Program
ATP	Active Transportation Program	HOT	High Occupancy Toll
BAAQMD	Bay Area Air Quality Management District	HOV	High Occupancy Vehicle
BART	Bay Area Rapid Transit District	HR3	High Risk Rural Roads
BATA	Bay Area Toll Authority	HSIP	Highway Safety Improvement Program
BRT	Bus Rapid Transit	HTF	Highway Trust Fund
BUILD	Better Utilizing Investments to Leverage Development	HUTA	Highway Users Tax Account
CAC	Citizen Advisory Committee	IFB	Invitation for Bid
CAP	Climate Action Plan	ITIP	State Interregional Transportation Improvement Program
Caltrans	California Department of Transportation	ITOC	Independent Taxpayer Oversight Committee
CEQA	California Environmental Quality Act	IS/MND	Initial Study/Mitigated Negative Declaration
CIP	Capital Investment Program	JARC	Job Access and Reverse Commute
CMA	Congestion Management Agency	LIFT	Low-Income Flexible Transportation
CMAQ	Congestion Mitigation and Air Quality Improvement Program	LOS	Level of Service
CMP	Congestion Management Program	LS&R	Local Streets & Roads
CalSTA	California State Transportation Agency	MaaS	Mobility as a Service
CTP	Countywide Transportation Plan	MAP 21	Moving Ahead for Progress in the 21 st Century Act
COC	Communities of Concern	MPO	Metropolitan Planning Organization
CTC	California Transportation Commission	MTC	Metropolitan Transportation Commission
DAA	Design Alternative Analyst	MTS	Metropolitan Transportation System
DBB	Design-Bid-Build	ND	Negative Declaration
DBF	Design-Build-Finance	NEPA	National Environmental Policy Act
DBFOM	Design-Build-Finance-Operate-Maintain	NOAH	Natural Occurring Affordable Housing
DED	Draft Environmental Document	NOC	Notice of Completion
EIR	Environmental Impact Report	NOD	Notice of Determination
EJ	Environmental Justice	NOP	Notice of Preparation
FAS	Federal Aid Secondary	NVTA	Napa Valley Transportation Authority
FAST	Fixing America's Surface Transportation Act	NVTA-TA	Napa Valley Transportation Authority-Tax Agency
FHWA	Federal Highway Administration	OBAG	One Bay Area Grant
FTA	Federal Transit Administration	PA&ED	Project Approval Environmental Document
FY	Fiscal Year	P3 or PPP	Public-Private Partnership
GHG	Greenhouse Gas	PCC	Paratransit Coordination Council
GGRF	Greenhouse Gas Reduction Fund		

Glossary of Acronyms

PCI	Pavement Condition Index	STA	State Transit Assistance
PCA	Priority Conservation Area	STIC	Small Transit Intensive Cities
PDA	Priority Development Areas	STIP	State Transportation Improvement Program
PID	Project Initiation Document	STP	Surface Transportation Program
PMS	Pavement Management System	TAC	Technical Advisory Committee
Prop. 42	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes	TCM	Transportation Control Measure
PSE	Plans, Specifications and Estimates	TCRP	Traffic Congestion Relief Program
PSR	Project Study Report	TDA	Transportation Development Act
PTA	Public Transportation Account	TDM	Transportation Demand Management Transportation Demand Model
RACC	Regional Agency Coordinating Committee	TE	Transportation Enhancement
RFP	Request for Proposal	TEA	Transportation Enhancement Activities
RFQ	Request for Qualifications	TEA 21	Transportation Equity Act for the 21 st Century
RHNA	Regional Housing Needs Allocation	TFCA	Transportation Fund for Clean Air
RM2	Regional Measure 2 (Bridge Toll)	TIGER	Transportation Investments Generation Economic Recovery
RM3	Regional Measure 3	TIP	Transportation Improvement Program
RMRP	Road Maintenance and Rehabilitation Program	TLC	Transportation for Livable Communities
ROW	Right of Way	TLU	Transportation and Land Use
RTEP	Regional Transit Expansion Program	TMP	Traffic Management Plan
RTIP	Regional Transportation Improvement Program	TMS	Transportation Management System
RTP	Regional Transportation Plan	TNC	Transportation Network Companies
SAFE	Service Authority for Freeways and Expressways	TOAH	Transit Oriented Affordable Housing
SAFETEA-LU	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users	TOD	Transit-Oriented Development
SB 375	Sustainable Communities and Climate Protection Act 2008	TOS	Transportation Operations Systems
SB 1	The Road Repair and Accountability Act of 2017	TPA	Transit Priority Area
SCS	Sustainable Community Strategy	TPI	Transit Performance Initiative
SHA	State Highway Account	TPP	Transit Priority Project Areas
SHOPP	State Highway Operation and Protection Program	VHD	Vehicle Hours of Delay
SNCI	Solano Napa Commuter Information	VMT	Vehicle Miles Traveled
SNTDM	Solano Napa Travel Demand Model		
SR	State Route		
SRTS	Safe Routes to School		
SOV	Single-Occupant Vehicle		

**Napa Valley Transportation
Authority
Meeting Minutes - Draft
NVTB Board of Directors**

November 18, 2020
NVTB Agenda Item 10.1
Continued From: New
Action Requested: APPROVE

625 Burnell Street
Napa, CA 94559

Wednesday, October 21, 2020

1:00 PM MEETING LOCATION: REFER TO COVID-19 SPECIAL NOTICE

1. Call to Order

Chair Pedroza called the meeting to order at 1:35 p.m.

2. Roll Call

Leon Garcia
Chris Canning
Jill Techel
Alfredo Pedroza
Paul Dohring
Mark Joseph
John F. Dunbar
Kerri Dorman
Belia Ramos
Geoff Ellsworth
Liz Alessio
Doug Weir
Gary Kraus

3. Pledge of Allegiance

Chair Pedroza led the Pledge of Allegiance.

4. Adoption of the Agenda

Motion MOVED by JOSEPH, SECONDED by GARCIA to APPROVE adoption of the agenda. Motion carried by the following roll call vote:

Aye: 23 - Garcia, Canning, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, and Alessio

Absent: 1 - Kraus

5. Public Comment

Public comment was provided by Justin Hole, Napa resident.

6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update

MTC Commissioner's Report

Alfredo Pedroza provided an update of recent MTC activities.

ABAG Update

Leon Garcia and Belia Ramos each provided an update of recent ABAG activities.

7. Director's Update

Kate Miller, Executive Director

- Introduced new NVTA staff members Elizabeth "Libby" Payan and Laura Sanderlin.
- Reported that the Blue Ribbon Task Force Dashboard was launched on September 25th. The dashboard includes metrics using visual observations of workers and riders adherence to using personal protection equipment such as masks and social distancing. Data can be viewed at <http://www.healthytransitplan.com/>
- Reported that NVTA will restore limited fixed route service in American Canyon and St. Helena when school reopens on Monday, October 23rd. Students will be required to wear masks and adhere to the 6' social distancing requirement.
- Reported that NVTA installed a multi-phone charging station on the east side of the Soscol Gateway Transit Center for public use.
- Announced that the California roundabouts were recognized as the 2020 Outstanding Roadway and Highway Project of the Year by the American Society of Civil Engineers.
- Reported that during the Glass Fire, NVTA (Vine) helped with evacuations in Calistoga, and food and delivery services to first responders and the evacuation shelters.
- Announced that Transdev staff initiated, and NVTA supported ,a food drive to help the Salvation Army food bank. Transit riders can ride for free if they bring a non-perishable food item. Non-perishable food may also be dropped off at the Soscol Gateway Transit Center. So far, 20 boxes of food has been collected.
- Encouraged transit workers and riders to get their flu shot.

8. PRESENTATIONS

8.1 Napa Valley Vine Trail Coalition (NVVTC)

Phillip Sales and Chuck McMinn, Napa Valley Vine Trail Coalition, provided a presentation on the 47-mile long trail, segments delivered to date, segments that are active, next segments to be completed or planned and funding commitments and progress on raising funds.

9. QUARTERLY PROJECT UPDATES

9.1 Soscol Junction Project

Information Only / No Action Taken

9.2 Imola Avenue Park and Ride Improvement Project

Information Only / No Action Taken

9.3 Vine Transit Bus Maintenance Facility

Information Only / No Action Taken

9.4 State Route 29 (SR 29) American Canyon Project Initiation Document (PID)

Information Only / No Action Taken

9.5 Napa Valley Vine Trail (NVVT)

Information Only / No Action Taken

10. CONSENT AGENDA ITEMS (10.1-10.4)

Motion MOVED by JOSEPH, SECONDED by ELLSWORTH to APPROVE Consent Items 10.1-10.4.

Motion carried by the following roll call vote:

Aye: 23 - Garcia, Canning, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, and Alessio

Absent: 1 - Kraus

10.1 Approval of Meeting Minutes of September 16, 2020 (Karrie Sanderlin) (Pages 9-13)

Attachments: [Draft Minutes](#)

Board action approved the meeting minutes of September 16, 2020.

10.2 Citizens Advisory Committee (CAC) Member Appointments (Karrie Sanderlin) (Pages 14-17)

Attachments: [Staff Report](#)

Board action approved the re-appointment of Gary Woodruff to the CAC.

10.3 Resolution No. 20-20 Authorizing the Disposal of Vehicle 645 with No Federal Interest (Antonio Onorato) (Pages 18-22)

Attachments: [Staff Report](#)

Board action approved Resolution No. 20-20 authorizing the disposal of Vehicle 645.

10.4 Resolution No. 20-21 Authorizing Support to Participate in the Metropolitan Transportation Commission's Clipper START Means-Based Transit Fare Pilot Program (Kate Miller) (Pages 23-29)

Attachments: [Staff Report](#)

Board action approved Resolution No. 20-21 authorizing NVTA's participation in the Clipper START Means-Based Transit Fare Pilot Program.

11. REGULAR AGENDA ITEMS

11.1 Amendment #2 to Project Work Order No. E-13 to NVTA Agreement No. 18-23 with RSA+, Inc. for Work Associated with the Professional Engineering Design, Environmental (PS&E) & Construction Document Services for the Napa Valley Vine Trail (NVVT) (Sanjay Mishra) (Pages 30-36)

Attachments: [Staff Report](#)

Amendment #2 will authorize additional scope and added funds to the current PS&E contract with RSA+ Inc. RSA+ Inc. and its subcontractors will complete modifications and amendments to easements for Twomey Cellars, New Vavin, Flynnville, Ahern, Krug and other property owners, complete additional environmental work including a Finding of No Adverse Effect (FNAE) for 15 cultural resources along the trail alignment, design several trail alignment revisions and complete associated survey, plat and legal work

Motion MOVED by CANNING, SECONDED by JOSEPH to APPROVE authorizing the Executive Director, or designee, to execute and make minor modification to Amendment #2 to Project Work Order No. E-13 to NVTA Agreement No. 18-23 with RSA+ for professional engineering services to complete environmental process, Plans, Specifications and Estimation (PS&E) phase for the Napa Valley Vine Trail (NVVT) – Calistoga to St. Helena segment for added scope for an amount not to exceed \$204,160 (\$194,160 and \$10,000 in contingency). Motion carried by the following roll call vote:

Aye: 20 - Garcia, Canning, Techel, Dohring, Joseph, Dunbar, Dorman, Ramos, and Alessio

Absent: 4 - Pedroza, Ellsworth, and Kraus

11.2 Legislative Update and State Bill Matrix (Kate Miller) (Pages 37-48)

Attachments: [Staff Report](#)

Information only. The Board received the State Legislative update and the State Bill Matrix.

12. FUTURE AGENDA ITEMS

13. CLOSED SESSION

Vice Chair Alessio announced that the Board would be adjourning to closed session for the item noted on the agenda and the no reportable action is expected.

Adjourned to Closed Session at 3:00 p.m.

13.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957(B)(1))

Title: Executive Director

Re-Convened to Open Session at 3:50 p.m.

Vice Chair Alessio reported that there was no reportable action associated with the closed session.

14. ADJOURNMENT

14.1 Approval of Next Regular Meeting of Wednesday, November 18, 2020 at 1:30 p.m. and Adjournment

The next regular meeting will be held on Wednesday, November 18, 2020.

Vice Chair Alessio adjourned the meeting at 3:58 p.m.

Karalyn E. Sanderlin, NVTB Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Setting the Regular Meeting Time, Place, and Schedule of the Napa Valley Transportation Authority (NVTA) Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the Citizen Advisory Committee (CAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2021.

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 20-22 setting the regular meeting time, place, and schedule of the NVTA Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the Citizen Advisory Committee (CAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2021.

EXECUTIVE SUMMARY

The NVTA Governing Board, TAC, PCC, CAC and ATAC meetings fall under the requirements of the State of California Brown Act, and therefore must establish a regular meeting date, time, and place, and publish notice of each meeting.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin, Office Manager/Board Secretary
(707) 259-8633 / Email: lsanderlin@nvta.ca.gov
SUBJECT: Resolution No. 20-22 Setting the Regular Meeting Time, Place, and Schedule of the Napa Valley Transportation Authority (NVTA) Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the Citizen Advisory Committee (CAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2021

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 20-22 (Attachment 1) setting the regular meeting time, place, and schedule of the NVTA Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the Citizen Advisory Committee (CAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2021.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The NVTA Governing Board, TAC, PCC, CAC and ATAC meetings fall under the requirements of the State of California Brown Act and must establish a regular meeting time and place, and publish a notice of each meeting. Resolution No. 20-22 (Attachment 1) will set the regular meeting times, set the regular meeting place as the NVTA Board Room at 625 Burnell Street, Napa CA 94559, and set the meeting schedule for CY 2021.

The regular meeting time of the NVTA Governing Board will be 1:30 p.m., and the recommended regular meeting schedule for CY 2021 is as follows:

Wednesday, January 20
Wednesday, February 17
Wednesday, March 17
Wednesday, April 21
Wednesday, May 15
Wednesday, June 16
Wednesday, July 21
Wednesday, September 15
Wednesday, October 20
Wednesday, November 17
Wednesday, December 15

The regular meeting time for the Technical Advisory Committee (TAC) will be 2:00 p.m., and the recommended regular meeting schedule for CY 2021 is as follows:

Thursday, January 7
Thursday, February 4
Thursday, March 4
Thursday, April 1
Thursday May 6
Thursday, June 3
Thursday, July 1
Thursday, September 2
Thursday, October 7
Thursday, November 4
Thursday, December 2

The regular meeting time for the Paratransit Coordinating Council (PCC) will be 10:00 a.m. and the recommended regular meeting schedule for CY 2021 is as follows:

Thursday, January 7
Thursday, March 4
Thursday May 6
Thursday, July 1
Thursday, September 2
Thursday, November 4

The regular meeting time for the Citizen Advisory Committee (CAC) will be 5:00 p.m. and the recommended regular meeting schedule for CY 2021 is as follows:

Wednesday, January 6
Wednesday, March 3
Wednesday, May 5
Wednesday, July 7
Wednesday, September 1
Wednesday, November 3

The regular meeting time for the Active Transportation Advisory Committee (ATAC) will be 5:30 p.m. and the recommended regular meeting schedule for CY 2021 is as follows:

Monday, January 25
Monday, March 22
Monday, May 24
Monday, July 26
Monday, September 27
Monday, November 22

ALTERNATIVES

The Board may elect not to approve Resolution No. 20-22. In doing so, the Agency will fail to comply with the State of California Brown Act requirements.

STRATEGIC GOALS MET BY THIS PROPOSAL

Not applicable

ATTACHMENTS

(1) Resolution No. 20-22

RESOLUTION No. 20-22

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
SETTING THE REGULAR MEETING TIME, PLACE, AND SCHEDULE FOR
THE GOVERNING BOARD, THE TECHNICAL ADVISORY COMMITTEE (TAC),
THE PARATRANSIT COORDINATING COUNCIL (PCC),
THE CITIZEN ADVISORY COMMITTEE (CAC), AND
THE ACTIVE TRANSPORTATION ADVISORY COMMITTEE (ATAC)
FOR CALENDAR YEAR (CY) 2021**

WHEREAS, the Napa Valley Transportation Authority (NVTA) Governing Board and Committee meetings fall under the requirements of the State of California Brown Act; and

WHEREAS, the NVTA Governing Board and Committees must establish a regular meeting time, place, and schedule, and publish notice of each meeting.

NOW, THEREFORE BE IT RESOLVED by the Governing Board of the Napa Valley Transportation Authority that:

1. The regular meeting dates for the Governing Board for calendar year 2021, as shown in Exhibit "A", sets the regular time at 1:30 p.m. and sets the regular meeting place as the JoAnn Busenbark Board Room at 625 Burnell Street, Napa, CA 94559.
2. The regular meeting dates for the Technical Advisory Committee (TAC) for calendar year 2021, as shown in Exhibit "B", sets the regular time at 2:00 p.m. and sets the regular meeting place as the JoAnn Busenbark Board Room at 625 Burnell Street, Napa, CA 94559.
3. The regular meeting dates for the Paratransit Coordinating Council (PCC) for calendar year 2021, as shown in Exhibit "C", sets the regular time at 10:00 a.m. and sets the regular meeting place as the JoAnn Busenbark Board Room at 625 Burnell Street, Napa, CA 94559.
4. The regular meeting dates for the Citizen Advisory Committee (CAC) for calendar year 2021, as shown in Exhibit "D", sets the regular time at 5:00 p.m. and sets the regular meeting place as the JoAnn Busenbark Board Room at 625 Burnell Street, Napa, CA 94559.

5. The regular meeting dates for the Active Transportation Advisory Committee (ATAC) for calendar year 2021, as shown in Exhibit "E", sets the regular time at 5:30 p.m. and sets the regular meeting place as the Board Room at 625 Burnell Street, Napa, CA 94559.

Passed and Adopted this 18th Day of November 2020.

Ayes:

Alfredo Pedroza, NVTa Chair

Nays:

Absent:

ATTEST:

Laura M. Sanderlin, NVTa Board Secretary

APPROVED:

DeeAnne Gillick, NVTa Legal Counsel

EXHIBIT “A”

NVTA Governing Board
Meeting Dates for CY 2021

Wednesday, January 20

Wednesday, February 17

Wednesday, March 17

Wednesday, April 21

Wednesday, May 15

Wednesday, June 16

Wednesday, July 21

Wednesday, September 15

Wednesday, October 20

Wednesday, November 17

Wednesday, December 15

EXHIBIT “B”

NVTA Technical Advisory Committee (TAC)
Meeting Dates for CY 2021

Thursday, January 7

Thursday, February 4

Thursday, March 4

Thursday, April 1

Thursday May 6

Thursday, June 3

Thursday, July 1

Thursday, September 2

Thursday, October 7

Thursday, November 4

Thursday, December 2

EXHIBIT “C”

NVTA Paratransit Coordinating Council (PCC)
Meeting Dates for CY 2021

Thursday, January 7

Thursday, March 4

Thursday May 6

Thursday, July 1

Thursday, September 2

Thursday, November 4

EXHIBIT “D”

NVTA Citizen Advisory Committee (CAC)
Meeting Dates for CY 2021

Wednesday, January 6

Wednesday, March 3

Wednesday, May 5

Wednesday, July 7

Wednesday, September 1

Wednesday, November 3

EXHIBIT “E”

NVTA Active Transportation Advisory Committee (ATAC)
Meeting Dates for CY 2021

Monday, January 25

Monday, March 22

Monday, May 24

Monday, July 26

Monday, September 27

Monday, November 22



NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Resolution No. 20-23 Authorizing the Executive Director to execute a Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2020-21 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program.

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 20-20 authorizing the Executive Director to execute a Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for Fiscal Year (FY) 2021-22 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program in the amount of \$52,000.

EXECUTIVE SUMMARY

The agency annually submits an application for Planning, Programming and Monitoring (PPM) funds. NVTA will use the PPM STIP allocation funds to meet local requirements for program planning, programming and monitoring of STIP projects in Napa County.

FISCAL IMPACT

NVTA will receive \$52,000 in PPM funds in reimbursable expenses monitoring STIP projects.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov

SUBJECT: Resolution No. 20-23 Authorizing the Executive Director to execute a Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for the Fiscal Year (FY) 2020-21 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 20-23 (Attachment 1) authorizing the Executive Director to execute a Fund Transfer Agreement with the State of California Department of Transportation (Caltrans) for Fiscal Year (FY) 2020-21 State Transportation Improvement Program (STIP) Planning, Programming and Monitoring (PPM) Program in the amount of \$52,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Each year, PPM funding is provided to regional transportation planning agencies to assist with the cost to prepare the county STIP program, to perform oversight of projects receiving STIP funding, and to perform project development support activities for STIP projects.

ALTERNATIVES

The Board may choose to forego the funding, in which case, the agency would need to use general funds to support oversight of STIP projects.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently. The use of PPM funds to oversee STIP projects minimizes the loss of state funding and ensures that projects are delivered expeditiously.

ATTACHMENT

- (1) Resolution No. 20-23

RESOLUTION No. 20-23

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE FUND TRANSFER
AGREEMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION (CALTRANS) FOR FY 2021-22 STATE TRANSPORTATION
IMPROVEMENT PROGRAM (STIP) PLANNING,
PROGRAMMING AND MONITORING (PPM) PROGRAM**

WHEREAS, the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) Program; and

WHEREAS, NVTA is eligible to receive STIP funding through Caltrans in the amount of \$52,000 for FY 2021-22 PPM21-6510(002); and

WHEREAS, NVTA will use these funds to meet the local requirements for program planning, programming, and monitoring STIP projects in Napa County; and

WHEREAS, Caltrans has requested the NVTA to execute fund transfer agreements in order to receive the STIP funds:

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Napa Valley Transportation Authority that the Executive Director is authorized to execute fund transfer agreements and any amendments thereto with Caltrans to receive FY 2021-22 funds for STIP Planning, Programming and Monitoring Program;

BE IT FURTHER RESOLVED that NVTA agrees to comply with all terms and conditions of the fund transfer agreement.

Passed and adopted this 18th day of November, 2020.

Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura M. Sanderlin, NVTA Board Secretary

APPROVED:

DeeAnne Gillick, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution No. 20-24 authorizing the Executive Director to execute and take all action necessary to obtain Temporary Construction Access Easement Agreements for the Napa Valley Vine Trail – St Helena to Calistoga Project

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority Board approve Resolution No. 20-24 authorizing the Executive Director to execute and take all action necessary to obtain Temporary Construction Access Easement Agreements for the Napa Valley Vine Trail – St Helena to Calistoga Project.

EXECUTIVE SUMMARY

The Napa County Board of Supervisors approved a revised, final form Trail Easement Agreement with private property owners for the Valley Vine Trail segments from Calistoga to Yountville starting on November 10th, 2020 and the City of St Helena approval is expected to follow. While the County and the City of St Helena will hold all of the easements across private properties, NVTA is a party to the Temporary Construction Access Easement Agreements, which is Exhibit C to the Trail Easement Agreement Template (Attachment 2) for properties necessary to construct the Napa Valley Vine Trail – St Helena to Calistoga Project.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Principal Planner
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Resolution No. 20-24 Authorizing the Executive Director to Execute and Take all Action Necessary to Obtain Temporary Construction Access Easement Agreements for the Napa Valley Vine – St Helena to Calistoga Project

RECOMMENDATION

That the Napa Valley Transportation Authority Board approve Resolution No. 20-24 (Attachment 1) authorizing the Executive Director to execute, make minor modifications to, and take all action necessary to obtain Temporary Construction Access Easement Agreements for the Napa Valley Vine Trail – St Helena to Calistoga Project

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Napa Valley Transportation Authority applied for \$6.1 Million in Active Transportation Program funds in November of 2015 to construct the Napa Valley Vine Trail – St Helena to Calistoga Project (Project). The funds were awarded to NVTA in 2016 and therefore NVTA was committed to implementing the Project, which includes completing an environmental review, obtaining rights of entry and construction easements, and procuring design and construction services.

To construct Project, NVTA needs Temporary Construction Access Easement Agreements, which is Exhibit C to the Trail Easement Agreement (Attachment 2). The Temporary Construction Access Easement Agreements will enable NVTA to construct the Project along private and publicly owned properties that are three feet wider than the

permanent easement area being obtained by the County of Napa and the City of St Helena. All of the property in the City of Calistoga where the Project is being constructed is owned by the City of Calistoga.

The Napa County Board of Supervisors approved a revised, final form Trail Easement Agreement with private property owners for the Valley Vine Trail segments from Calistoga to Yountville starting on November 10th, 2020 and the City of St Helena approval is expected to follow. While the County and the City of St Helena will hold all of the easements across private properties, NVTa is a party to the Temporary Construction Access Easement Agreements, which is Exhibit C to the Trail Easement Agreement (Attachment 2) for properties necessary to construct the Napa Valley Vine Trail – St Helena to Calistoga Project.

This item will allow the Executive Director to take the necessary actions to accept on behalf of NVTa the negotiated Temporary Construction Easements related to the Project.

ALTERNATIVES

- 1) Delay the adoption of Resolution No. 20-24 until a later date. This alternative would delay the Project schedule and could compromise \$6.1 million in Active Transportation Program funds.
- 2) Decide not to adopt Resolution No. 20-24. This alternative would result in the Project not moving forward at this time and result in delays and would likely result in losing the Active Transportation Program grant funds.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1- Serve the transportation needs of the entire community regardless of age, income, or ability

The Vine Trail is a critical project that supports alternative transportation for individuals who may not have the income or the ability to drive an automobile.

Goal 2 – Improve system safety in order to support all modes and serve all users

This segment of the Vine Trail will allow bikers and walkers to safely navigate from St. Helena to Calistoga on a Class I bike path – separated from automobile traffic.

ATTACHMENTS

- (1) Resolution No. 20-24
- (2) Trail Easement Agreement Template

RESOLUTION No. 20-24

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AND
TAKE ALL ACTION NECESSARY TO OBTAIN TEMPORARY CONSTRUCTION
ACCESS EASEMENT AGREEMENTS FOR THE
NAPA VALLEY VINE TRAIL – ST HELENA TO CALISTOGA PROJECT**

WHEREAS, the Napa Valley Transportation Authority (NVTa) is the lead agency for construction of the Napa Valley Vine Trail – St Helena to Calistoga Project (Project); and

WHEREAS, NVTa requires temporary construction access easement to construct the trail along private and publicly owned properties that is three feet wider than the permanent easement area being obtained by the County of Napa and the City of St Helena therefore;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the executive director to obtain Temporary Construction Access Easement Agreements for the Project; and

BE IT FURTHER RESOLVED that the Executive Director, or designee, is authorized to execute any documents and take all necessary action to complete these transactions.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on November 18, 2020, by the following vote:

Alfredo Pedroza, NVTa Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura M. Sanderlin, NVTB Board Secretary

APPROVED:

DeeAnne Gillick, NVTB Legal Counsel

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Jose Luis Valdez
Clerk of the Napa County Board of Supervisors
1195 Third Street, Room 310
Napa, California 94559

Exempt from recording fees: Gov. Code § 6103
and § 27383

Exempt from documentary transfer tax:
Rev & Tax Code § 11922

Assessor's Parcel #(s): XXX-XXX-XXX

Space above this line reserved for County Recorder's use

TRAIL EASEMENT AGREEMENT

This TRAIL EASEMENT AGREEMENT (the "*Agreement*") is made by _____ ("*Grantor*") and Napa County, a political subdivision of the State of California (hereinafter referred to as ("*County*" or "*Grantee*"), with an effective possession date of _____, 2020.

Recitals

WHEREAS, the County supports creating recreational trails for public use, including but not limited to a 47-mile walking and biking trail system to physically, artistically, and culturally connect the entire Napa Valley—from Vallejo to Calistoga (the "*Vine Trail*");

WHEREAS, Grantor is the owner of the property identified as Napa County Assessor's Parcel No. XXX-XXX-XXX and more fully described in Exhibit A (the "*Property*"), which is incorporated by reference, and located in the County of Napa, State of California;

WHEREAS, Grantor has granted or will be granting to PG&E an easement over the Property for the purpose of installing a natural gas pipeline (the "*PG&E Easement*"), and Grantor has agreed to grant Grantee a surface-level easement within the PG&E Easement to facilitate completion of the Vine Trail between Calistoga and Yountville;

WHEREAS, the Napa Valley Vine Trail Coalition, a 501(c) non-profit corporation, ("*Vine Trail Coalition*") is dedicated to facilitating and assisting in the funding of the Vine Trail;

WHEREAS, pursuant to County Agreement No. 190311 and Napa Valley Transportation Authority ("*NVT A*") Agreement No. 19-12, as amended, NVT A has committed to completing environmental review, obtaining rights of entry and construction

easements, and procuring design and construction services, which activities will require a Temporary Construction Easement in the form attached hereto as Exhibit C;

WHEREAS, during the environmental review, all alternative alignments of the Vine Trail will be studied and considered, and this Agreement will not influence the environmental assessment of the Vine Trail including the need for the project and the selection of the location of the project; and

WHEREAS, County is the public entity best situated to receive the easement for that portion of the Vine Trail in the unincorporated area from Calistoga to Yountville;

NOW, THEREFORE, Grantor and County hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated into this Agreement.
2. **Trail Easement.** The portion of the Property that is subject to this Agreement is a strip of land legally described and depicted in Exhibit B (the “*Easement Area*”), which is incorporated by reference herein. The right to use the Easement Area (the “*Easement*”) shall be limited to the right of County to design, install, repair, improve, and maintain a paved and/or gravel trail, related drainage improvements, any and all utility lines and fixtures, including for utilities such as water, lighting, emergency telephone call boxes, or other telecommunications, and other improvements, for the use and benefit of public users of the Vine Trail. County shall cause all improvements to be designed and installed in accordance with all applicable codes and regulations.
3. **Consideration.** The undersigned Grantor acknowledges receipt of adequate consideration for Grantor’s grant of the Easement herein, which includes the benefit of having the County construct a trail and other improvements that will enhance the Property.
4. **Termination.** On the occurrence of any of the events described in subparagraphs A through D below, Grantor may notify County of its intent to terminate the Easement and this Agreement on ninety (90) days notice (the “*Notice Period*”). Following such notice, if the condition giving rise to the event is not cured or reasonable efforts to cure are not commenced within that Notice Period, Grantor may terminate the Easement and this Agreement. On termination of this Agreement and the Easement, County will file a quitclaim to return the Easement Area to Grantor or Grantor’s heirs, successors, or assigns after complying with all legal requirements for the vacation of an easement.
 - A. If, after the initial construction of the Vine Trail over the Easement Area, the Easement is not, at any time in the future, used by the general public as a pedestrian and bicycle trail for a continuous twelve (12) month period, and such non-use continues through the Notice Period; provided that closure of, or cessation of use upon, the Easement Area at times for repairs, maintenance, reconstruction, or other improvement, due to acts of God or nature, or other causes beyond the reasonable control of County, shall not be deemed abandonment nor count towards said twelve (12) month period;

B. If this Agreement is for an Easement in the unincorporated area between Calistoga and St. Helena, if any portion of the Vine Trail from Calistoga to St. Helena is not substantially constructed by December 31, 2031;

C. County breaches any of Paragraphs 6, 9, or 10 of this Agreement; or

D. If, following the thirtieth (30th) anniversary of the Vine Trail opening for public use within the easement area of the last easement granted to County between Calistoga and St. Helena, the County ceases making annual insurance payments pursuant to Paragraph 9B.

E. If the Easement is acquired by donation and the Easement is not needed for the alignment chosen for the Vine Trail following seven (7) years of completion of the environmental document for the Vine Trail project.

5. **Restrictions on Use.** Subject to Grantor's retained rights of use and access referenced in Paragraph 7 (Grantor's Use of the Easement Area) below, no motorized vehicles shall be permitted to use the Easement Area, save and except for emergency, public safety vehicles (police, fire and ambulance services), normal construction and maintenance vehicles, and motorized wheelchairs or other mobility devices for use by disabled users of the trail. Electric bicycles, as defined in Section 312.5(a) of the California Vehicle Code, will be permitted in the Easement Area in accordance with California state law and/or local ordinance.

6. **Maintenance.** County shall operate and maintain the trail within the Easement Area with reasonable diligence and care to keep it free of graffiti and trash and in good condition and repair. County or its designee will in good faith take reasonable steps to resolve any damage or maintenance issue on the Easement Area that Grantor brings to the County's attention.

7. **Grantor's Use of the Easement Area; Signage; and Fencing.**

A. Grantor's Use of the Easement Area. The grant of this Easement shall not restrict in any way any and all lawful agricultural operations on Grantor's property outside the Easement Area. Grantor may use the Easement Area as reasonably necessary to carry out agricultural operations on the Property, including but not limited to, for access and turnarounds for farm vehicles and equipment. Subject to and without waiving any rights under Paragraph 10 (Indemnity), and without assuming an affirmative obligation to do so, Grantor, or Grantor's heirs, successors, and assigns, may at any time temporarily block public access to the Easement Area when, in their sole judgment, they determine that it is appropriate to do so in accordance with reasonable agricultural practices or if they are engaged in abnormally dangerous activities that pose a threat to the health or safety of the users of the Easement Area.

B. Signage. County will post and maintain trail signs in the Easement Area warning users of the Vine Trail that their use is at their own risk, that agricultural

operations, including spraying, disking/plowing, burning and other operations are ongoing, that users must yield to farming vehicles and equipment on or adjacent to the trail, and must obey all laws at all times while using the trail.

C. Fencing. The project will include installation of a temporary construction fence, as described in Exhibit C, to separate construction activity from agricultural operations on the Property. The temporary construction fence will be removed after construction is complete.

8. **Representations.** Grantor hereby represents to County that:

A. To the best of Grantor's knowledge, the Easement Area is, as of the date this Agreement is executed, free and clear of all liens, mortgages, or other encumbrances; or, if it is not, that Grantor has obtained and attached to this Agreement as an exhibit the legally binding subordination of any such mortgage, lien, or other encumbrance as of the date of this Agreement; provided that as of the date of this Agreement, and with the full knowledge of County, Grantor has granted or will grant the PG&E Easement which easement will have priority over this Easement for purposes of maintaining the PG&E facilities contained within the PG&E Easement.

B. To the best of Grantor's knowledge, as of the date this Agreement is executed, no one other than PG&E (and only if the PG&E Easement has been granted) has the legally enforceable right (for example, under a lease, easement or right-of-way agreement in existence as of the date this Agreement is executed by Grantor) to prevent the use of the Easement Area for the purposes contemplated by County herein.

C. To the best of Grantor's knowledge, other than any PG&E natural gas lines and the historical and ongoing use of reasonable amounts of agricultural pesticides, herbicides and other routine agricultural treatments in keeping with standard Napa Valley viticultural practices, the Easement Area does not contain and is not contaminated with materials identified as hazardous or toxic under applicable law and no such materials have been stored or generated within the Easement Area, nor does Grantor have a reasonable basis, as of this Agreement's date, to suspect that such contamination may have occurred previously.

D. For purposes of this Agreement, the term "*Grantor's knowledge*" means, as of the date this Agreement is executed (i) the actual knowledge of Grantor (including the actual knowledge of Grantor's officers, directors, and/or managers if Grantor is an entity), and (ii) that knowledge which reasonably would have been acquired after making a reasonable inquiry and exercising reasonable diligence, which includes inquiring of those employees, consultants, or other persons who could reasonably be expected to have actual knowledge of the matters in question.

9. **Insurance and Defense.**

A. Condition of the Trail. Consistent with the County's defense and indemnification obligations in Paragraph 10, following the opening of the Vine Trail for public use in the Easement Area, County shall at all times maintain in full force and effect property damage and comprehensive general liability insurance coverage with an insurance carrier qualified to do business in the State of California, to insure against claims for property damage and personal injury (including death) within the Easement Area brought by a user of the Vine Trail arising out of the condition thereof, with limits of at least \$1,000,000 for property damage claims per occurrence and \$1,000,000 for personal injury or death claims per occurrence (with aggregate limits double each of those respective amounts), subject to whatever underlying self insurance County elects to maintain, as set forth in a letter from the County's risk/insurance manager to Grantor.

B. Insurance for Agricultural Activities. In addition to the above insurance and in consideration of this Agreement and all other Vine Trail easements granted to County between Calistoga and Yountville, County agrees to pay \$75,000 per year to the Vine Trail Coalition (or a qualified successor organization approved by County) for the procurement, as available, of general liability and pollution liability coverage to insure against claims from users of the Vine Trail resulting from Grantor's activities including the normal operation of farm equipment and pesticide applications. The foregoing amount will be (i) payable each year in a lump sum on the anniversary of County's first payment under this subparagraph B, (ii) adjusted annually for inflation based on the increase (if any) of the U.S. Department of Labor's Consumer Price Index for All Urban Consumers in the San Francisco/Oakland/San Jose geographic area (or successor index) in the immediately preceding twelve (12) months, and (iii) will continue until this Agreement is terminated. Any insurance purchased by the Vine Trail Coalition or its qualified successor with these funds shall name the Vine Trail Coalition (or its successor), County, Grantor (or successor), and all other grantors of Vine Trail easements held by County between Calistoga and Yountville as named insureds. The insurance required to be carried in this Paragraph 9B will be primary and non-contributory with any insurance carried by any of the named or additional insureds under such policy. County shall make the first payment to the Vine Trail Coalition within thirty (30) days of its acceptance of all easements necessary for the construction of a contiguous trail from Calistoga to St. Helena. In its sole discretion, County shall have the right to pre-pay any portion of the payments provided for in this subparagraph B and will thereafter be relieved of its annual payment obligation for the corresponding number of years for which such pre-payment would substitute. Notwithstanding the foregoing, following the thirtieth (30th) anniversary of the Vine Trail's opening to the public within the easement area of the last Vine Trail easement granted to County between Calistoga and Yountville, the County may cease making the payments under this subparagraph B upon written notice to the other named insureds; provided that on receipt of such written notice, Grantor or Grantor's successor will have the right to terminate this Agreement in its sole discretion.

10. Indemnification.

A. County or its successors and assigns shall defend at its own expense, indemnify, and hold harmless Grantor and subsequent Property owners (collectively, the “*Grantor Parties*”) from and against all liabilities, costs, losses, orders, liens, judicial penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys’ fees (collectively “*Losses*”), arising out of the design, maintenance, or condition of the Easement Area. The Grantor Parties shall have no responsibility for the operation, repair, or maintenance of the Easement Area, or warning of hazardous conditions on it, or the protection of the public or any third parties from risks relating to a condition of the Easement Area.

B. County’s obligations under this Paragraph 10 expressly exclude defending, indemnifying, and holding harmless a Grantor Party for any of the following:

i. Any Losses founded on or resulting from the active negligence, negligence per se, or willful or malicious conduct of a Grantor Party.

ii. Instances where permission to enter the Easement Area or Property was granted to the injured person by a Grantor Party for consideration given by the injured person or by others on that person’s behalf, other than any consideration given by County or the Vine Trail Coalition in consideration of this Easement Agreement.

iii. Injuries to any persons who are expressly invited onto the Easement Area or Property by a Grantor Party rather than merely permitted to come upon the Easement Area or Property by a Grantor Party.

iv. The exclusions in subparagraphs (ii) and (iii) shall not apply to instances where a person was injured on the Property while using the Vine Trail to travel to or from the Property, even after receiving an express invitation or permission for consideration to do so, such as by paying a tasting fee.

C. Intent. This section is intended to provide Grantor Parties with defense and indemnification against Losses where a defense against liability is available under Civil Code section 846 and/or Government Code section 831.4.

D. County and Grantor, or their respective successors or assigns, shall notify the other party promptly in writing of any claim or assertion of Losses related to the entry or use of the Easement Area by members of the public. The parties shall cooperate with each other in the investigation, defense, and disposition of any claim arising out such entry or use, provided that nothing shall require either party to disclose any documents, records, or communications that are protected under the peer review privilege, attorney-client privilege, or other applicable privilege, or which are considered attorney work product. The indemnification provided in this Paragraph 10 shall survive the termination of this Agreement for the duration of all applicable statutes of limitation.

11. **Public Visitor Recreational Immunity.** Any permission given by Grantor for entry by public recreational visitors on or over the Easement is given only for recreational purposes as defined in California Civil Code § 846, and the Grantor gives no assurance to public recreational visitors that such premises are safe for such purposes, nor confers upon the person to whom such permission has been granted the legal status of invitee or licensee to whom a duty of care is owed, nor assumes responsibility for or incurs any liability for any injury to person or property caused by any act of such person to whom permission has been granted except as otherwise provided in Section 846. It is the intent of this paragraph to preserve for Grantor any and all immunities provided for under California Civil Code § 846, California Government Code § 831.4, California Public Resources Code § 5075.4, and under any other applicable laws or statutes, now or hereafter in effect, eliminating or limiting to the fullest extent permitted by law Grantor's liability for, or providing immunity from, claims against Grantor by third parties. It is also the intent of this paragraph to preserve for County any and all immunities provided under California Government Code Sections 831.4 and 831.7 and under any other applicable laws or statutes, now or hereafter in effect, eliminating or limiting County's liability for, or providing immunity from claims against County by third parties. This paragraph is not intended to, nor shall it be construed to, limit, affect, or restrict any rights of either party or its officers, directors, agents, or employees to assert any claims against the other party to which it may otherwise be entitled under this Agreement.

The parties are directed to Civil Code § 846.1, which authorizes Grantor to be reimbursed by the California Department of General Services for reasonable attorneys' fees incurred in defending a claim alleging an injury or damages on real property used for a recreational trail where the claim is dismissed by the plaintiff or court, or where the Grantor prevails in the civil action.

12. **Assignment of Rights.** County has already assigned certain construction and other obligations to NVT. County may further assign any of its construction, operation or maintenance obligations hereunder to the State of California, another public entity, or other qualified organization, provided the public entity or qualified organization covenants to perform such obligations consistent with this Agreement. County may assign and transfer this Agreement and the Easement, and all rights and obligations with respect thereto, only with the prior written consent of Grantor or its heirs, successors, or assigns, which consent will not be unreasonably conditioned or withheld if the transferee agrees, in writing, to be bound by the terms and conditions of this Agreement and assumes the County's obligations under this Agreement, which transfer will be effective upon the recording of a deed conveying the Easement to said transferee.

13. **Run With the Land.** The benefits and burdens of this Easement shall run with the title to the described properties of Grantor and County and shall inure to the benefit of and bind the parties hereto, and each of them, as well as their respective agents, heirs, assigns and successors in right, title or interest in or to all or any part of said properties at all times hereinafter. In any deed conveying an interest in all or part of the Easement Area, Grantor shall make reference to this Agreement and shall indicate it is binding upon all successors in interest in the Easement Area. Grantor's successor in interest will be responsible for

notifying County or its assign of the successor's name(s), address(es), and status as Grantor's successor in interest.

14. **Temporary Construction Easement.** Grantor agrees to grant to NVTa a Temporary Construction Easement that is three feet wider than the Easement Area depicted in Exhibit B, in a form substantially similar to the Temporary Construction Access Easement Agreement attached hereto as Exhibit C. The attached Temporary Construction Access Easement Agreement sets forth the timing and duration of Grantee's access to the Temporary Construction Easement, along with other terms and conditions governing the Temporary Construction Easement.

15. **Entire Agreement.** This Agreement together with the exhibits hereto, each of which are incorporated herein by this reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements with respect thereto.

16. **Notices.** Any notices required by this Agreement or correspondence between the parties shall be addressed as follows, unless the parties shall provide written notice of a change:

GRANTOR:

Entity: _____
Name: _____
Address: _____

COUNTY:

Public Works Director
Napa County
1195 Third Street, Suite 101
Napa, CA 94559

*With a copy to (which copy shall
not constitute notice):*

Clerk of the Board of Supervisors
Napa County
1195 Third Street, Suite 303
Napa, CA 94559

Notice shall be delivered personally, including by messenger or courier, or by certified mail, return receipt requested, postage prepaid. Notices shall be deemed to have been duly given (a) if delivered personally, on the date of delivery; (b) if transmitted by certified mail, on the earlier of (i) the second (2nd) business day after the date of such mailing, or (ii) the date of receipt. The addresses and addressees may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee as stated by written notice, or as provided herein if no written notice or change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

17. **Interpretation.**

A. This Easement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its public access purpose.

B. Unless specifically stated and attached to this Easement, references to specific authorities in this Easement shall be to the statute, rule, regulation, ordinance, or other legal provision that is in effect at the time this Easement becomes effective.

C. No provision of this Easement shall constitute governmental approval of any improvements, construction, or other activities that may be permitted under this Easement.

18. **Severability.** If any term, provision, covenant, condition, or restriction of this Easement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective, the remainder of this Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. **Recordation.** This Agreement evidencing the Easement shall be recorded in the official records of Napa County.

20. **Third Party Beneficiaries.** Except to the extent the Vine Trail Coalition is named for the sole purpose of receiving and subsequently procuring additional insurance as may be available, nothing under this Agreement is intended to create any rights or interests in any third parties.

21. **Relocation Assistance and Real Property Acquisition Policies Acts.** Grantor is donating the Easement for the purpose of facilitating completion of the Vine Trail, and hereby voluntarily and knowingly waives any and all payments, compensation, appraisals, entitlements and benefits to which Grantor may be entitled under the State of California Uniform Relocation Assistance and Real Property Acquisition Policies Act (Gov. Code § 7260 et seq.) and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) and any amendments thereto. It is agreed that the property conveyed by this Agreement is being donated to the County by the undersigned Grantor. Grantor, having initiated this donation, has been informed of the right to compensation for the property donated and hereby waives such right to compensation.

22. **Mandatory Non-binding Mediation.** If a dispute arises under this Agreement, the parties will endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association (“AAA”) or any other neutral organization agreed to by the parties. Mediation is mandatory before either party may have recourse in a court of law, except in the circumstances described in Paragraph 23 below.

A. Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

B. Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the claim. The mediator will be knowledgeable in public entity liability or real property rights, and may be selected from lists furnished by the American Arbitration Association (unless the parties mutually agree on another mediator). The parties shall endeavor to agree on a mediator within ten (10) business days after the date a party requests mediation, unless a longer period is mutually agreed to in writing by the Grantor and County. If the parties are unable to agree on a mediator within that ten-day period, or such other mutually agreed upon period, AAA or the other neutral organization administering the mediation will appoint a mediator who is a retired judge or other neutral with at least ten (10) years experience and who has the knowledge prescribed in the second sentence of this subpart B.

C. Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the claim, though the County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

D. Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

23. Injunctive Relief. Paragraph 22 above notwithstanding, either party will have the right, without first proceeding to mediation hereunder, to seek injunctive relief from a court of competent jurisdiction in the event that the other party's conduct threatens imminent irreparable harm to the interests of the party seeking such relief, for which money damages are inadequate. The court will determine whether a bond or other security shall be required in order to obtain such relief.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date this Agreement is executed below.

[ENTITY], a California limited liability company

By: _____

Its:

“Grantor”

NAPA COUNTY, a political subdivision of
the State of California

By _____

DIANE DILLON, Chair of the Board of
Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: _____ Deputy County Counsel</p> <p>Date: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: Jose Luis Valdez Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A

[INSERT: Legal description and address of Grantor's property]

EXHIBIT B

[Legal description of easement]
(preferably including assessor's or other map showing
at least approximate location on Grantor's property)

A strip of land, [##] feet in width, located in the County of Napa, State of California,
more particularly described as follows:

EXHIBIT C

TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION ACCESS EASEMENT AGREEMENT (this “*Agreement*”) is entered into this day of _____, 2020, by [ENTITY], whose legal address is _____, Napa, CA _____ (collectively, the “*Grantor*”), and the **NAPA VALLEY TRANSPORTATION AUTHORITY**, a joint powers authority in the County of Napa, State of California, whose address is 625 Burnell Street, Napa, CA 94559 (“*NVTA*”) (collectively, the “*Parties*”).

For a valuable consideration set forth in the Easement Agreement defined below, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor hereby conveys, transfers, and delivers to the NVTA, its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successor and assigns (all referred to as only “*Grantee*”), a non-exclusive Temporary Construction Access Easement (the “*Temporary Construction Easement*”) that is three feet wider than the Easement Area depicted in Exhibit B of that Easement Agreement, a copy of which is attached and incorporated by this reference (the “*Temporary Easement Property*”), to facilitate Grantee’s construction of public bike and pedestrian pathway/trail and other related improvements in the vicinity of the Temporary Easement Property (the “*Project*”).

This Temporary Construction Easement is granted in accordance with, and subject to, the following terms, conditions, requirements, and limitations:

1. Reference is made to that Trail Easement Agreement dated _____, 2020 (the “*Easement Agreement*”) and entered into by and between Grantor and Napa County, a political subdivision of the State of California (“*County*”). Pursuant to NVTA Agreement 19-12 and County Agreement No. 190311, as amended, NVTA has committed to completing environmental review, obtaining rights of entry and construction easements, and procuring design and construction services. Consequently, and in addition to the covenants and conditions prescribed below, NVTA hereby assumes those obligations of County in the Easement Agreement governing the initial construction of the Project (referred to as the “*Vine Trail*” in in that Easement Agreement) and agrees to adhere to the standards of care prescribed in such Easement Agreement as such standards relate to the initial construction of the Project.

2. The Temporary Construction Easement is granted for vehicular and pedestrian ingress and egress to and from the Temporary Easement Property and for Grantee’s use to do all things reasonably necessary to construct and install the Project including, but not limited to, the transport, stockpiling and storage of construction materials, soil, equipment and vehicles within the boundaries of the Temporary Easement Property; provided that Grantee shall to the extent reasonably possible store overnight equipment and vehicles at nearby off-site staging areas to allow for Grantor's agricultural use of Grantor's lands. Upon expiration of the Temporary Construction Easement, the

Grantee, at its sole cost and expense, shall restore the Temporary Easement Property to substantially the same condition it was in prior to Grantee's use. Grantee shall not leave any rubbish or debris on or about the Temporary Easement Property. The term of this Agreement shall begin five days after the date written notice is mailed by U.S. mail to Grantor by NVTa and shall extend therefrom for twenty-four months or until the Project has been completed, whichever first occurs. NVTa may extend the Temporary Construction Easement for two (2) additional six (6) month periods by giving written notice to Grantor on or before the expiration of the Temporary Construction Easement.

3. Upon termination of this Agreement, all covenants in this instrument are released (other than NVTa's restoration obligations set forth in Paragraph 2, NVTa's indemnification obligations set forth in Paragraph 4, all of which shall survive the expiration or termination of this Agreement) and the Temporary Easement Property shall be considered free and clear of any restriction or any right or privilege attaching to the grant of the Temporary Construction Easement set forth in this Agreement. Upon request by Grantor, NVTa shall execute any documents reasonably requested by Grantor to confirm the termination of this Agreement.

4. The Temporary Construction Easement shall allow NVTa and its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns thereof to use the Temporary Easement Property during the completion of the Project. Grantee shall use the Temporary Easement Property solely for the purpose described in Paragraph 2 and for no other purpose. In no event may any use of the Temporary Easement Property by Grantee violate any applicable law, rule or regulation relating to the Temporary Easement Property or materially impact Grantor's normal business operations in the adjacent property. To the extent allowed by law, NVTa shall indemnify and hold the Grantor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of NVTa or its contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, or assigns thereof, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantor or its employees, contractors or agents.

5. Prior to commencement of the Project, NVTa shall install construction fencing, reasonably acceptable in design and location to Grantor, separating the Temporary Easement Property from the remainder of Grantor's lands. Such construction fencing shall be constructed of netting and shall be designed and installed in a manner such that it can be moved readily to accommodate any farming and agricultural operations of Grantor occurring in the immediate vicinity. NVTa shall maintain said construction fencing in good condition and repair during completion of the Project. Grantor shall have the right to use the Temporary Easement Property in connection with the above-described agricultural operations at all reasonable times, provided such use does not unreasonably impede or impair NVTa's Project construction activities occurring therein or otherwise endanger or risk harm to NVTa's contractors, subcontractors, agents, or representatives engage in such construction activities. The parties will cooperate with each other in good faith to accommodate any such Grantor operations requiring use of the Temporary Construction

Property.

6. At no time during the term of this Agreement, and at no time during construction of the “*Vine Trail*” (as that term is defined in the Easement Agreement), shall Grantee stockpile, store or otherwise place construction, testing or staging materials, soil, equipment, vehicles or any other items relating to the Project on any part or portion of the lands of Grantor except within the boundaries of the Temporary Easement Property.

7. Grantor covenants and agrees that it is the fee owner of the Temporary Easement Property and that it has the authority to grant this Temporary Construction Easement to NVTa.

8. Subject to the PG&E Easement, as defined in the Easement Agreement, Grantor warrants that no building, structure, or other above or below ground improvement or obstruction that may interfere with the purposes for which this Temporary Construction Easement is granted may be placed, erected, installed or permitted upon the Temporary Easement Property during the term hereof except for existing improvements, if any. The Grantor further agrees that in the event the terms of this Temporary Construction Easement are violated, that such violation shall immediately be corrected by the Grantor at Grantor’s sole expense upon receipt of written notice from NVTa.

9. Grantor reserves all rights attendant to its ownership of the Temporary Easement Property, including but not limited to the use and enjoyment of the Temporary Easement Property for all purposes not inconsistent with the terms and conditions of this Agreement.

10. As a condition of this Agreement and of Grantor’s grant of the Temporary Construction Easement hereunder, Grantee, shall, at their respective cost and expense, insure their activities on the Temporary Construction Easement area, and each shall obtain, keep in force, and maintain at all times during the term of this easement: (a) Commercial Form General Liability Insurance with an insurance carrier qualified to do business in the State of California and rated at least [A], on an occurrence basis and with per-occurrence and general aggregate limits of liability at \$2,000,000 and \$4,000,000 respectively, and (b) Workers’ Compensation Insurance in accordance with California law and including Employer’s Liability Coverage with commercially reasonable limits of liability. All insurance policies required under this Paragraph 10 will name Grantor as an additional insured and such policies will be primary and non-contributory with any insurance carried by Grantor. Proof of the foregoing insurance will be provided to Grantor promptly on the reasonable request of Grantor.

11. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address that may be specified by written notice in accordance with this paragraph:

If to Grantor:

If to NVTa:

Entity: _____
Name: _____
Address: _____

Napa Valley Transportation Authority
Attn: Executive Director
625 Burnell Street,
Napa, CA 94559

With a copy to:

12. This Agreement represents the entire agreement between the Grantor and NVTa as relates to the Temporary Construction Easement and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and signed by both the Executive Director and the Grantor.

13. Each and every term, condition, or covenant of this Agreement is subject to and shall be construed in accordance with the provisions of California law. Venue for any action arising out of this Agreement shall be in the District Court in the County of Napa, California.

14. The benefits and burdens of the Temporary Construction Easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15. This Agreement shall not be recorded, but shall nevertheless become effective upon full execution by all parties and delivery of same to the NVTa.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

[ENTITY], a California limited liability company

By:

Its:

GRANTEE:

Napa Valley Transportation Authority, Napa

By: _____

Catherine Miller, Executive Director,
Authorized pursuant to Resolution No.

[Notary blocks for all signatories to this document follow].



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Requests to the Metropolitan Transportation Commission (MTC) for Regional Measure 3 (RM 3) Letters of No Prejudice (LONP)

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to request Letters of No Prejudice from MTC for projects requesting RM 3 funds.

EXECUTIVE SUMMARY

Bay Area voters approved Regional Measure 3 (RM 3) on June 5, 2018, and on December 19, 2018, the Bay Area Toll Authority (BATA) adopted a toll schedule phasing in the resulting toll increases. The first dollar of the toll increase was implemented on January 1, 2019. RM 3 is under litigation and collected tolls are being held in an escrow account. No allocations of RM 3 funds are anticipated until the litigation is resolved and only if the decision is in favor of RM 3.

In December 2019, MTC approved a Letter of No Prejudice (LONP) process as part of the overall RM 3 Policies and Procedures to allow project sponsors to move with at risk projects using alternative funds sources. The LONP would allow project sponsors to be reimbursed with RM3 funds if and when they become available.

FISCAL IMPACT

This action does not have a near term fiscal impact but if RM 3 funds are allocated for specific projects, it would reduce fiscal impacts to NVTA for projects with LONPs moving forward using other funds sources. It should be noted that the LONP does not guarantee the funds will be allocated for the projects even if the law suit is settled in favor of RM3.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov
SUBJECT: Regional Measure 3 (RM 3) Letters of No Prejudice (LONP) Requests to the Metropolitan Transportation Commission

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to request Letters of No Prejudice (LONP) from the Metropolitan Transportation (MTC) for NVTA projects.

COMMITTEE RECOMMENDATION

None

BACKGROUND

RM 3 was approved by voters in the nine county San Francisco Bay Area in June 2018 to address the Bay Area's growing congestion challenges. The measure provides \$4.45 billion in transportation funding. The measure includes projects that support better goods movement and encourage regional economic development, highway and express lane improvements, major transit investments in operations and capital projects, and expand and improve active transportation. The program is funded by a \$3 toll increased imposed on all Bay Area State-owned toll bridges except.

The RM 3 programs and projects of interest to Napa County include:

- State Route (SR) 29 Improvements - \$20 million (Napa County)
- State Route (SR) 37 Improvements - \$100 million (Napa, Marin, Sonoma, and Solano Counties)
- North Bay Transit Access Improvements - \$100 million (Napa, Solano, Contra Costa, Marin, and Sonoma Counties)
- San Francisco Bay Trail/Safe Routes to Transit - \$150 million (regional)

Arguments against RM 3 are currently being heard by the California Supreme Court, and Bay Area Toll Authority (BATA) is currently collecting and holding the tolls in escrow. If BATA prevails in the litigation, the proceeds will be disbursed to projects and programs included in the RM 3 Expenditure Plan. Should BATA ultimately lose the litigation, the collected funds will be reimbursed to toll-payers.

In December 2019, MTC adopted the RM 3 Policies and Procedures, which includes a LONP process. A LONP would permit a project sponsor to incur costs on a project using other fund sources with the understanding that the costs incurred after the approval of the LONP may be reimbursed once RM 3 funds are available.

The intent of a LONP is to allow RM 3 eligible projects that are shovel ready to advance with other fund sources. Project sponsors that receive a LONP will be responsible for delivering the usable project segment or complete phase with alternative funds but remain eligible to be reimbursed with RM 3 funds when they are made available. Project sponsors would be proceeding at their own risk, in that if RM 3 is not available due to the litigation or other reasons, the sponsor would not be reimbursed.

Near term, NVTA staff intends to request a LONP for the Vine Maintenance Facility. Other projects, such as projects on SR 29, may be considered for LONP requests as they get closer to construction.

ALTERNATIVES

The board could decline staff's request. Without a LONP, the Vine Maintenance facility could be delayed by years and would incur \$500,000 to \$1 million annually in construction escalation costs.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

The use of other funds while RM 3 funds are tied up in litigation will allow RM 3 projects to move forward which will reduce their overall costs to the agency.

ATTACHMENT

None



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

State Legislative Update and 2021 Federal and State Advocacy Program

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the State Legislative Update from Steve Wallauch, Platinum Associates, and approve the 2021 Federal and State Advocacy Programs.

EXECUTIVE SUMMARY

NVTA's State Legislative Advocate will provide the board with an update on activities and an overview of what might be anticipated in the 2021 State legislative session.

In addition, each year, NVTA adopts an annual legislative advocacy program which provides NVTA staff direction on advocacy and project priorities in preparation for the upcoming Federal and State legislative sessions.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nvta.ca.gov
SUBJECT: 2021 Federal and State Legislative Advocacy Program and Project
Priorities and Legislative Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board (1) approve the 2020 Federal and State Legislative Advocacy Programs and Project Priorities (Attachment 1), and (2) receive the State Legislative update from Steve Wallauch, Platinum Advisors.

COMMITTEE RECOMMENDATION

None

BACKGROUND

Each year the NVTA Board approves the Federal and State Legislative Programs and Project Priorities to establish direction and to authorize staff to advocate for various policy principals and projects.

Attachment 1 is the proposed 2021 Programs and Projects list showing the changes from 2020. A summary of the changes are included in Table 1 below.

Attachment 2 is the State Legislative Update and Attachment 3 is California State Transportation Agency's (CalSTA) Climate Action Plan Transportation Infrastructure (CAPTI) Draft Investment Framework. Steve Wallauch, Platinum Associates, will provide the board with the State legislative update.

Table 1: Summary of Legislative Agenda Changes

Item	Reason
Federal Legislative Advocacy Program	
Add support for State efforts that would stimulate the economy through aid to transportation, local government, and families	The Pandemic has destabilized the economy which has impacted spending in the local economy and consequently agency revenues. This item would direct staff to support efforts for an additional stimulus bill.
Moved and modified language related to the federal a Transportation Authorization Bill	Moved the item up on the agency's priority list, acknowledging that the FAST Act will expire in the upcoming year, and updated the language
Added streamlining Federal Emergency Management Agency (FEMA) reimbursement processes	The agency relies on FEMA to reimburse it when it must respond to emergencies. Improving the reimbursement process would allow the agency to be reimbursed more quickly and with fewer hurdles
State Legislative Advocacy Program	
Add support for State efforts that would stimulate the economy through aid to transportation, local government, and families	The Pandemic has destabilized the economy which has impacted spending in the local economy and consequently agency revenues. This item would direct staff to support State efforts to fund programs to stimulate the state economy.
Refine language that would allow direct support for transit projects from Cap and Trade offsets	Clarifying existing language
Eliminated Cap & Trade funding increases to transit	Broadened language to encompass Governor Newsom's executive order N-79-20
Added language to increase and stabilize funding for electric fleet transition in response to EO N-79-20	Broadened and updated language
Added the word "new" to user based fees	Clarifying existing language
Added new funding for Bay Area regional corridor operations and transit connectivity	Added in response to Blue Ribbon Task Force discussions
Added language to support programs that minimize the impacts of natural disasters on transportation infrastructure	Acknowledge the ongoing challenge of natural disasters and related effects to transportation infrastructure

Added language to support efforts that would minimize Pacific Gas and Electric public safety power shutoff (PSPS)	Reduce the impacts to the Vine's electric vehicle operations
Table 1: Summary of Legislative Agenda Changes - Continued	
Item	Reason
Support regulatory efforts to improve transit coordination and corridor operations	Added in response to Blue Ribbon Task Force discussions
Support efforts that allow local jurisdictions to determine when to adjust roadway speeds	Added in response to the Board's inclusion of Vision Zero as an element in the Countywide Transportation Plan
Project Priorities	
Adding parallel routes and projects included in the Comprehensive Multi-Modal Corridor Plan as part of the SR 29 project efforts	Refine language to include specific projects and parallel routes along SR 29
Included the Countywide Transportation Plan along with the Plan Bay Area projects	Clarifying language
Included the Countywide Bicycle and Pedestrian Plans	Clarifying language
Added projects included in the Imola Complete Streets Corridor Plan	Adding projects
Added the language "regional charging network"	Acknowledging larger efforts to increase electric vehicle charging station network in Napa County

ALTERNATIVES

The Board may elect not to approve the 2021 Federal and State Legislative Advocacy Programs and Project Priorities and instead, staff would request direction from the board on each individual issue or advocacy opportunity as they emerge. Depending on the deadlines for letters, grant applications, policy, and statutory changes, some opportunities to comment may be lost since the board meets just once a month.

STRATEGIC GOALS MET BY THIS PROPOSAL

The Legislative Agenda meets all of the strategic goals by supporting legislative advocacy for projects, regulatory and statutory reform, however, its impact has greater influence on three specific goals; meeting the needs of the entire community (Goal 1), improving system safety (Goal 2), and supporting Napa County's economic vitality by ensuring staff has the leverage to advocate on behalf of NVTAs priorities.

ATTACHMENTS

- (1) 2021 Federal and State Legislative Advocacy Programs and Project Priorities
- (2) November 2, 2020 Legislative Update (Platinum Advisors)
- (3) CalSTA Climate Action Plan for Transportation Infrastructure (CAPTI): Draft Investment Framework

2020-2021 Federal and State Legislative Advocacy Program and Project Priorities

Federal Legislative Advocacy Program

- Revenues

- Support efforts to pass federal stimulus bill(s) with a robust transit element, funding for state and local governments, and other measures that would help working families and the local economy in response to the COVID-19 Pandemic.
- Support efforts to pass a surface transportation authorization legislation that grows the programs established and sustained in the Fixing America's Surface Transportation (FAST) Act that expired this year.
- Support efforts to stabilize and increase revenues that flow to the Highway Trust Fund.
- Support efforts to expand competitive grant programs.
- Advocate for grant programs that fund clean fuel technologies, including the FTA Low and No Emission Vehicle Deployment program.
- Advocate for increased appropriations for the New Starts and Small Starts program, as well as establishing a robust set aside for Small Starts projects in rural areas.
- Advocate for increased appropriations for the Department of Transportation's (DOT) Better Utilizing Investments to Leverage Development (BUILD) Transportation (formerly TIGER) program.
- Advocate for increased appropriations for Federal Transit Administration (FTA) Bus and Bus Facilities funds (FTA §5339 C).
- Support efforts that ensure continued protection of transportation programs subject to across-the-board cuts through budget sequestration.
- Respond to Federal Transit Administration's and Federal Highway Administration's implementation of Fixing America's Surface Transportation Act (FAST) or successor legislation, as rulemakings, circulars, and other administrative actions are issued.
- Support efforts ~~to address the National Environmental Policy Act (NEPA) reciprocity language to align the statute of limitation to file a claim to be consistent with the 30-day statute of limitation in the California Environmental Quality Act (CEQA), or at a minimum, to align it with existing NEPA statute of limitations for highway and transit projects which is set a 150 days.~~
- ~~Support efforts that increase funding and existing FAST Act programs in anticipation of the 2020 reauthorization of the transportation authorization bill.~~

- Support efforts to educate the next Administration on the need for increased investment in transportation infrastructure.
- Support increased funding for advanced/emerging technologies pilot and demonstration programs.
- [Streamline Federal Emergency Management Agency \(FEMA\) reimbursement processes.](#)

State Legislative Advocacy Program

- Revenues

- Support efforts to stimulate the economy, including aid to transportation and local government programs, and subsidies for families in response to the Coronavirus Pandemic.
- Work closely with state legislators and agencies to maximize AB 32 Cap and Trade revenues for transportation projects, specifically expanding eligibility to include travel demand management program and traffic congestion relief, grow the transit program, and identify measures to advance funds.
- Support efforts ~~that would support~~that allow direct investments in transit infrastructure projects eligible for Cap & Trade offsets.
- Support efforts to lower the 2/3rds voting threshold for local transportation sales tax measures.
- Support efforts that stabilize funding for transportation programs to address fleet transition from traditional fuels to cleaner fuels in response to Governor Newsom's Executive Order N-79-20 requiring all vehicles to be zero emission by 2035.
- Support new funding innovations such as user-based fees (e.g. tolls, parking fees, and other congestion pricing mechanisms) that reduce congestion and stabilize and or generate new revenues for transportation such as voluntary mileage based program (that might arise from SB 1077 or other).
- Protect transportation funds from being diverted for other purposes or conditioned for housing production.
- Protect existing formulas that maximize local and regional control of state transportation funds.
- Support efforts to identify new revenues and mechanisms to implement redevelopment projects and support priority development areas.
- Identify and advocate for measures that would preserve and grow local streets and road revenues.
- Support efforts that encourage and fund affordable housing programs that honor existing urban growth boundaries, preserving agricultural lands and open space areas.
- Sponsor and support legislation that would condition the sale of excess property in Napa County owned by the California Department of Transportation to be used for highway transportation projects in Napa County as identified by NVTAs Countywide Transportation Plan.
- Support consistent interpretation of the Transportation Development Act (TDA) which guides both TDA and State Transit Assistance (STA) specific to qualifying revenues and eligible recipients and support TDA reform that would benefit the Vine Transit system.

- [Support efforts to create new funding for Bay Area regional corridor operations and transit connectivity.](#)
- [Streamline the State's FEMA approval and reimbursement processes.](#)
- Project Delivery
 - Support efforts to streamline project delivery requirements and reduce costs for delivering projects, including efforts that streamline CEQA processes.
 - Support efforts to expand local and regional authority to enter into public-private partnerships for transportation improvement projects.
- Environment and Resiliency
 - Support regulatory and legislative efforts to encourage van pools, transit use, and alternative commute options.
 - Support programs that assist employers in meeting the SB 1339 requirements.
 - [Support programs intended to minimize natural disasters that impact transportation infrastructure.](#)
 - [Support efforts that would minimize public safety power shutoff \(PSPS\) and other power outages in order to sustain electric vehicle fleet operations especially during disasters.](#)
- Congestion Relief
 - Support efforts to establish and maintain HOV lanes on State Highways.
 - Support efforts that allow Express Bus and Regional Routes to operate on highway shoulders.
 - Support Caltrans efforts to expand traveler information and other solutions that reduce congestion and increase throughput.
- Regulatory Reform
 - [Support efforts to identify solutions for improving transit coordination and connectivity as well as corridor operations at the regional and local level.](#)
 - [Support efforts that allow local jurisdictions to set speed limits based on other criteria consistent with Vision Zero principles in addition to the 85th percentile speed criterion.](#)
 - Support legislation to exempt public transit vehicles from state and local truck route ordinances.
 - Support efforts that ease compliance for small operators, and provide financial assistance for infrastructure investments and vehicle purchases associated with to the California Air Resources Board's Innovative Clean Transit Rule.
 - Support Regional Housing Needs Allocation reform that expands the definition of acceptable dwelling units.

Project Priorities

- Improvements to State Route 29 [and parallel routes](#), [included in the Comprehensive Multi-Modal Corridor Plan](#), including improvements to key intersections such as Soscol Avenue (SR 29/SR121/SR12), Carneros (SR 221/SR 29/SR12), Airport (SR 29/SR 12), improvements on SR 29 in American Canyon between Napa Junction and American Canyon Road, and parallel routes along the corridor.
- Congestion relief projects and sea level rise mitigation on State Route 37 including Resilient SR 37 access to public lands.
- Projects located in the County's two Priority Development Areas
- Transit Maintenance Facility
- Technology projects that increase transit operating efficiencies and reduce emissions.
- Technology projects that improve highway and local street and road operations, including autonomous vehicle infrastructure.
- Projects included in [the Countywide Transportation Plan and](#) –Plan Bay Area ~~and~~ [successor Regional Transportation Plans](#) for [NVRTA and](#) Napa's jurisdictions.
- [Pedestrian and Bicycle Infrastructure, Wayfinding, and Safety, included in the Countywide Bicycle and Pedestrian Plans.](#)
- [Improvements included in the Imola Complete Streets Corridor Plan.](#)
- Rapid Bus corridor improvements on major corridors including project in NVRTA's 2017 Express Bus Plan
- Upgrades to Soscol Gateway Transit Center
- Major Corridor Management, Operations and Control Center Projects
- Vine bus fleet electrification [and regional charging network](#)
- Countywide electric vehicle charging network
- Safe and accessible routes and infrastructure to transit and schools
- Sonoma Marin Area Rail Transit expansion to Suisun Amtrak/Capital Corridor Station and Vallejo Ferry Terminal.
- Vallejo Ferry operational improvements/service frequencies.



November 2, 2020

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

Numbers: The Department of Finance's monthly fiscal report for September showed encouraging gains for state revenues. Income tax receipts for September were \$3 billion above projections for the month, bringing the fiscal year-to-date income tax revenue to \$6.7 billion above the forecast. In addition, sales tax revenue was \$465 million above the September forecast with the fiscal to year-to-date total for sales tax revenue being \$1.6 billion above estimates. With year-to-date revenue exceeding the forecast by \$8 billion, the legislature will be eager to restore some budget cuts when they return in December.

CAPTi: Last year Governor Newsom issued Executive Order N-19-19, which among other items directed CalSTA to examine how to leverage existing funding to meet the state's climate goals. In September, the Governor expanded this effort with EO N-79-20, which mainly focused on the transition to zero emission vehicles, but also directed CalSTA to identify near term actions and investment strategies to improve clean transportation. Over the past year, CalSTA convened an interagency working group to develop the California Action Plan for Transportation Infrastructure (CAPTI) that will implement the executive orders.

CalSTA is expected to provide its first update on this effort to the joint California Air Resources Board (CARB)/California Transportation Commission (CTC) meeting on November 4th. Information and link to view this meeting can be found at: <https://ww2.arb.ca.gov/ma110420>. This presentation will primarily focus on the draft investment framework, which is attached. CalSTA plans to formally release a draft report this winter for public review and comment before holding additional workshops. The final report is expected to be released before the July 15th deadline specified in EO N-79-20.

Based on suggestions culled from the past workshops there will be an emphasis on enhancing the planning and evaluation process used for selecting projects to include climate and vehicle miles traveled (VMT) factors. In addition, working groups have identified a wide range of issues to promote transit and active transportation projects. While the details are sparse and these topics are still being used as examples, the following actions are under consideration:

- Integrate Climate Risk Assessment into Transportation Project Planning & Implementation
- Develop California Strategic Investment Strategy (CSIS) to advance data-and performance-driven approach for Caltrans project nominations in alignment with Investment Framework
- Explore the creation of a statewide VMT/greenhouse gas (GHG) mitigation bank to assist with SB 743 implementation and California Environmental Quality Act (CEQA) compliance.
- Explore creating a VMT mitigation set-aside for programs that fund highway capacity projects
- Draft a California Roadway Pricing Report for Equity and Sustainability that outlines legislative and administrative opportunities and barriers to implementation of various roadway pricing applications and equitable outcomes.
- Convene a statewide California Transit Recovery Task Force to develop coordinated federal funding asks
- Leverage the California Integrated Travel Program (Cal-ITP) to encourage seamless, affordable, accessible transit service as part of recovery efforts.

In addition to the examples above, a breakout session at the last workshop flagged the following topics for further consideration:

- Provide each operator with maximum flexibility to serve most vulnerable populations
- Repurpose road space & right-of-way for public transit/active transportation
- Need to help transit agencies survive - education to restore user confidence in safety of transit
 - Give operators maximum flexibility
 - Meet needs of most vulnerable populations
 - Consider free or reduced transit fares. Partner with business community.
 - Offer incentives for alternative transportation (e-bikes, etc.)

CalSTA Climate Action Plan for Transportation Infrastructure (CAPTI): DRAFT Investment Framework

Within the “fix-it-first” approach and generally within existing funding frameworks, California state transportation infrastructure investments should be deployed to do the following, where feasible:

Per EO N-79-20, invest to create new clean transportation options in urban, suburban, and rural settings for all Californians as well as for goods movement by:

- **Building towards an integrated, statewide rail and transit network**, centered around the existing California State Rail Plan that leverages the California Integrated Travel Program to provide seamless, affordable, multimodal travel options in all context, including suburban and rural settings, to all users.
- **Investing in networks of safe and accessible bicycle and pedestrian infrastructure**, particularly by closing gaps on portions of the State Highway System that intersect local active transportation and transit networks or serve as small town or rural main streets, with a focus on investments in low income and disadvantaged communities across the state.
- **Including investments in light, medium, and heavy-duty zero-emission-vehicle (ZEV) infrastructure** or supportive infrastructure as part of larger transportation projects. Support the innovation in and development of the ZEV market and help ensure ZEVs are accessible to all, particularly to those in more rural or remote communities.

Additionally, per EO N-19-19, invest in ways that encourage further adoption and use of these clean modes of transportation mentioned above by:

- **Reducing public health harms and maximizing benefits to disproportionately impacted disadvantaged communities, low-income communities, and communities of color**, in urbanized and rural regions, and involve these communities early in decision-making. Investments should also avoid placing new or exacerbating existing substantial burdens on communities, even if unintentional.
- **Making safety improvements to reduce fatalities and severe injuries of all users towards zero** on our roadways and transit systems by focusing on context-appropriate speeds, prioritizing vulnerable user safety to support mode shift, designing roadways to accommodate for potential human error and injury tolerances, and ultimately implementing a [safe systems approach](#).
- **Assessing physical climate risk** as standard practice for transportation infrastructure projects to enable informed decision making, especially in communities that are most vulnerable to climate risks.
- **Promoting projects that do not increase passenger vehicle travel**, particularly in congested urbanized settings where other mobility options can be provided and where projects are shown to induce significant auto travel. These projects should generally aim to reduce vehicle miles traveled (VMT) and not induce significant VMT growth. When addressing congestion, consider alternatives to highway capacity expansion, such as providing multimodal options in the corridor, employing pricing strategies, and using technology to optimize operations.
- **Promoting compact infill development while protecting residents and businesses from displacement** by supporting transportation projects that support housing for low income residents near job centers, provide walkable communities, and address affordability to reduce the housing-transportation cost burden and reduce auto trips.
- **Developing a zero-emission freight transportation system** that avoids and mitigates environmental justice impacts, reduces criteria and toxic air pollutants, improves freight's economic competitiveness and efficiency, and integrates multi-modal design and planning into infrastructure development on freight corridors.
- **Protecting natural and working lands** from conversion to more intensified uses and enhance biodiversity by supporting local and regional conservation planning that focuses development where it already exists and align transportation investments with conservation priorities to reduce transportation's impact on the natural environment.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Napa Valley Transportation Authority's (NVTA) Preliminary Financial Statements for the Fiscal Year (FY) Ended June 30, 2020, FY 2020-21 Quarter 1 (Q1) Review, 5-Year Budget Forecast, and Delegated Authority Matrix

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board review the preliminary financial statements for the fiscal year ended June 30, 2020, receive the financial performance compared to budget for the first quarter (Q1) of FY 2020-21 which includes the 5-year financial forecast.

EXECUTIVE SUMMARY

This report provides NVTA's annual financial performance for the previous fiscal year, the first quarter review for the current year of its financial position and long-term budget projection over the next five (5) years. Attachment 1 summarizes the agency's unaudited full-year's financial performance for the fiscal year ended June 30, 2020 and the current quarter's financial position. Attachment 2 includes detailed financial information for the first quarter of the current fiscal year assessing the agency's performance to budget.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov

SUBJECT: Napa Valley Transportation Authority's (NVTA) Preliminary Financial Statements for the Fiscal Year (FY) Ended June 30, 2020, FY 2020-21 Quarter 1 (Q1) Review, 5-Year Budget Forecast and Delegated Authority Matrix

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Preliminary Fiscal Year End (FY) 2019-20 Financial Statements, FY 2020-21 Quarter 1 (Q1) Review, 5-Year Budget Forecast, and Delegated Authority Matrix.

COMMITTEE RECOMMENDATION

None

BACKGROUND

NVTA's financial records are composed of three (3) funds; the Planning Fund also known as the Congestion Management Agency (CMA) or the General Fund, the Transit Fund, and a fiduciary fund - the Transportation for Clean Air (TFCA). In the financial statements, the fiduciary fund does not contribute to the agency financial performance and is included for informational purposes only. This report contains preliminary financial information for the year ended on June 30, 2020 and the first quarter of the current fiscal year.

NVTA Financial Highlights for the Year Ended June 30, 2020

Governmental Fund: This fund type accounts for all of the non-trust, non-transit, and non-capital activities of NVTA, also known as the General Fund or Planning Fund. It includes agency administration, salaries, pass through activities, and planning costs.

The Governmental activities Net Position slightly decreased by \$152,790 over the previous fiscal year. This is largely the result of spending planning funds that were banked from the previous year. The prior fiscal year's asset accumulation was \$2,086,051.

Expenditures on notable special projects included the progression of the Vine Trail (St. Helena to Calistoga segment), pre-construction costs related to the new Vine Transit Bus Maintenance Facility, and expenditures associated with Soscol Junction.

Pension Funding

Government Accounting Standards Board (GASB) Statement 68 requires future pension obligations to be recognized on the Statement of Net Position (also known as a Balance Sheet) with pension details in the Notes section of the Financial Statement. However, the amount on the financial statement does not give a clear indication of how the pension plan is funded. The widely used "Unfunded Pension Liability" amount is not an indication of funding health – this requires an actuarial evaluation.

NVTA's pension plan's fiduciary net position as a percentage of the plan's total pension liability was 75.26%, which was the same as in the previous year and much higher than the state-wide average of 70%. Ideally, a plan should be funded 90-95%, but not 100%, which could mean a plan is overfunded, which could result in opportunity costs and contributions should be used for other purposes.

Other Post-Employment Benefits (OPEB) Funding

As with GASB 68, GASB Statement 75 requires that future OPEB obligations are recognized on the Statement of Net Position with OPEB plan details in the Notes Section of the Financial Statement. The amount shown on the financial statement is not an indication of the funding status of the plan, however, NVTA's OPEB plan adopted by the Board effective July 1, 2020 is 100% funded.

Proprietary Fund (or Enterprise Fund): This fund accounts for the financial activity of all public transit service programs. At the end of FY 2019-20, the enterprise fund reflects decreased assets of \$378,655 or two percent (2%) mainly due to the write-downs associated with the disposal of the New Flyer buses, impairment charges for obsolete inventory, and non-collection of fare during the last quarter of the fiscal year. This amount was offset by the purchase of real estate and new vehicles.

CARES Act funding: NVTA received \$4,529,447 in Coronavirus Aid, Relief, and Economic Security (CARES) Act, which has been used buttress operating shortfalls associated with the economic shutdown associated with the pandemic. The funds were also used to purchase personal protective equipment. The Metropolitan Transportation Commission (MTC) provided NVTA with two phases of CARES Act funding, and \$461,683 was drawn down to cover related expenses in the Transit Fund in Q4 of FY 2019-20 and the remaining balance will be used in FY 2020-21.

Farebox Ratio

Typically, as part of the annual audit, the farebox ratio is validated to ascertain compliance with the Transportation Development Act (TDA) statute, which mandates a minimum farebox recovery ratio of fifteen percent (15%) in urbanized areas and ten percent (10%) in non-urbanized areas. However, due to the COVID-19 pandemic, farebox ratio mandates have been statutorily waived for the current fiscal year and FY 2020-21. As such, the ratios this year do not apply.

NVTA will return an allocation surplus to the Local Transportation Fund (LTF) trust account of \$2,486,393, which is significantly higher than last year's return of \$1,107,126. Due to unanticipated changes in revenues associated with the pandemic, additional advances were necessary to bridge cash flow and to ensure business continuity. These funds were advanced as a stop-gap solution to timing issues of federal appropriations being finalized and grant approval delays for expenses incurred in FY 2019-20. NVTA is the sole claimant of LTF funds generated in Napa County, and the dedicated reserves will be available to NVTA for future allocations.

Capital purchases for FY 2019-20 included acquiring real estate adjacent to the site of the new Vine Transit Bus Maintenance Facility, purchase and delivery of four (4) new Glaval cut-a-way paratransit vehicles, and upgrades to transit equipment.

Financial Performance - Q1 FY 2020-21:

Congestion Management Agency - Budget vs. Actuals

The General Fund (CMA) recognized \$784,228 in revenues for the quarter. The main sources included TDA funds and One Bay Area Grant (OBAG) planning funds.

Planning fund expenses totaled \$1,340,578. Approximately 5% of the FY 2020-21 budget has been expended to date. NVTA incurred \$440,175 of personnel costs, \$673,592 for consultant fees, and \$226,811 for agency administration expenses. Most of the consultant costs were related to the Vine Trail project and Soscol Junction.

Public Transit (Transit Fund) - Budget vs. Actuals

Transit operating revenues were \$5,001,777 for the quarter. As stated earlier, NVTA received approximately \$4.5 million in CARES Act funding, of which about \$4 million will be recognized in FY 2020-21 as \$461,683 was already recognized in FY 2019-20. Transit also received an allocation of \$900,000 in TDA operating funds in the quarter while generating a little over \$19,000 in farebox revenues.

Overall, operating expenses in the Public Transit fund totaled \$2,205,150. The primary expense categories were purchased transportation in the amount of \$1,964,103 and fuel

in the amount of \$129,807. The actuals for the transit system reflects reduced hours and the lower cost of fuel compared to the same time last year.

Capital Purchases

In the first quarter, NVTa did not make any capital purchases.

5-Year Forecast:

Staff has updated the 5-year forecast to include the recently approved FY 2020-21 and FY 2021-22 biennial budget. To estimate expenses, a 3% annual inflationary factor was applied to current budget figures, pricing from NVTa's contract with Transdev for transit service, and current service levels. Revenue forecasts are largely based on three percent (3%) per year inflationary expectations except for certain funding sources that are expected to remain flat absent any legislative or policy changes. Staff does not anticipate any substantial new revenue sources for operations in the next five (5) years. There are and will be increases to current and new funding sources for the capital program in the next five (5) years, but these funds are not reflected in the forecast as they are discretionary and/or project based and not yet secured.

Note: that the information summarized in this memo and contained in the attached report has not been audited and should be used for informational purposes only.

Executive Director Delegated Authority

The Board authorizes the Executive Director up to \$49,999 in delegated authority for any single purchase and up to \$175,000 for construction expenses. Staff provides quarterly updates on delegated authority expenses over \$5,000. Table 1 presents delegated authority expenditures.

QUARTERLY DELEGATED AUTHORITY REPORT (\$5K > 50K) FY 20-21							
CON NO.	VENDOR	DESCRIPTION	QTR 1 JUL-SEP	QTR 2 OCT-DEC	QTR 3 JAN-MAR	QTR 4 APR-JUN	TOTAL \$
2013	NWC PARTNERS	FINANCIAL ANALYSIS & MODELING SVCS	\$ 39,371				\$ 39,371
2015	UTA	APC SUPPORT SVCS	\$ 45,976				\$ 45,976
2017	STA	SOLANO NAPA MODEL	\$ 36,000				\$ 36,000
2018	NOSSAMAN LLP	FINANCE COUNSEL SVCS RPI & TIFIA	\$ 45,000				\$ 45,000
202013	DOUBLEMAP	MOBILE DATA UNITS REPLACEMENTS	\$ 5,467				\$ 5,467
202015	ONE WAY MEDIA	BOARD RM AV EQUIPMENT UPGRADE		\$ 9,629			\$ 9,629
DIR PAY/CC	MOODY'S INVESTORS	SUBSCRIPTION & PREP TIFIA LOAN	\$ 23,250				\$ 23,250
TOTAL			\$ 195,064	\$ 9,629	\$ -	\$ -	\$ 204,693

ALTERNATIVES

None

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

The annual financial audit is a requirement by Federal, State, and local oversight authorities. Quarterly reports are forward looking statements to provide information about the financial health and position of the NVTa's revenues and expenditures as well as identify potential risks and to help inform management and policy decisions.

ATTACHMENT

(1) FY 2020-21 Q1 Financial Statements and 5 Year Forecast

UNRESOLVATED													5 Year Forecast				
Revenues- Operations																	
	Adopted Budget	Adjustments	Adjusted Budget	Quarter End Q1 FY20-21	Quarter End Q2 FY20-21	Quarter End Q3 FY20-21	Quarter End Q4 FY20-21	FYE 20-21	Actuals				FY21-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
				Actuals	Budget	Budget	Budget	Forecast					Budget				
41400 Sales and Use Tax	1,746,100	-	1,746,100	1,090,173	1,400,000	1,000,000	1,858,827	5,349,000	(3,602,900)				5,349,000	6,170,800	15,106,200	8,526,000	15,597,000
41410 Sales and Use Tax - Capital	3,602,900	-	3,602,900	-	-	-	-	3,602,900					-	-	-	-	-
43790 State-Other Funding	8,997,000	-	8,997,000	-	250,000	250,000	9,497,000	9,997,000	(1,000,000)			10,867,000	2,120,000	2,180,500	2,243,800	2,309,000	
43890 Federal-Other Funding	8,806,200	-	8,806,200	4,648,813	590,000	280,000	5,885,151	11,403,964	(2,597,764)			10,047,400	3,191,900	9,524,800	3,304,700	9,765,300	
43950 Other-Governmental Agencies	4,490,200	-	4,490,200	-	480,000	420,000	779,000	1,679,000	2,811,200			1,634,900	656,300	834,400	842,600	850,900	
45100 Interest	275,900	-	275,900	19,663	9,800	10,500	19,200	59,163	216,737			70,400	99,800	101,000	102,200	103,400	
46800 Charges for Services	1,544,700	-	1,544,700	19,749	60,376	90,376	1,613,172	1,783,673	(238,973)			2,002,000	816,700	583,700	601,200	619,200	
46810 Charges for Services-Amcan	507,700	-	507,700	-	-	-	72,300	72,300	435,400			72,300	53,100	54,700	56,300	58,000	
46820 Charges for Services-Yountville	72,300	-	72,300	-	-	-	30,500	30,500	41,800			30,500	31,300	32,200	33,200	34,200	
46825 Charges for Services-St Helena	30,500	-	30,500	-	-	-	30,000	30,000	500			30,000	30,000	30,900	31,800	32,800	
46830 Charges for Services-Callistoga	30,000	-	30,000	-	-	-	65,000	65,000	(35,000)			65,000	65,000	65,100	65,100	67,100	
49900 Intrafund Revenue	200,000	-	200,000	-	-	-	200,000	200,000	-			200,000	200,000	205,000	210,000	215,000	
Total Revenues	30,368,500	-	30,368,500	5,778,398	2,790,176	2,050,876	20,050,150	30,669,600	(301,100)			30,368,500	13,434,900	28,718,500	16,016,900	29,651,900	
Expenses- Operations																	
51100 Salaries and Wages	1,770,900	-	1,770,900	298,461	440,000	440,000	592,439	1,770,900	-			1,770,900	1,905,900	1,963,100	2,022,000	2,082,700	
51110 Extra Help	200,000	-	200,000	-	-	-	200,000	200,000	-			200,000	200,000	200,000	75,000	75,000	
51200 401A Employer Contribution	24,500	-	24,500	784	13,000	7,000	3,716	24,500	-			24,500	24,500	24,500	24,500	24,500	
51205 Cell Phone Allowance	9,000	-	9,000	1,248	1,248	1,248	5,256	9,000	-			9,000	9,000	9,200	9,400	9,600	
51300 Medicare	42,300	-	42,300	4,246	13,000	13,000	12,054	42,300	-			42,300	42,300	43,600	44,900	46,200	
51400 Employee Insurance-Premiums	322,000	-	322,000	69,858	75,000	75,000	102,142	322,000	-			322,000	325,000	334,800	344,800	355,100	
51405 Workers Compensation	7,900	-	7,900	-	-	-	7,900	7,900	-			7,900	7,900	8,100	8,300	8,500	
51410 Unemployment Compensation	50,900	-	50,900	-	-	-	50,900	50,900	-			50,900	-	-	-	-	
51600 Retirement	151,800	-	151,800	65,579	35,000	35,000	16,221	151,800	-			151,800	168,000	173,000	178,200	183,500	
51605 Other Post Employment Benefits	39,000	-	39,000	-	-	-	39,000	39,000	-			39,000	40,000	41,000	42,200	43,500	
51990 Other Employee Benefits	3,700	-	3,700	-	-	-	3,700	3,700	-			3,700	53,700	56,400	59,200	62,200	
Total for: Salaries and Benefits	2,622,000	-	2,622,000	440,175	577,248	571,248	1,033,329	2,622,000	-			2,622,000	2,776,300	2,853,700	2,808,500	2,890,800	
52100 Administration Services	5,000	-	5,000	208	208	208	4,375	5,000	-			5,000	5,000	5,100	5,200	5,300	
52125 Accounting/Auditing Services	86,900	-	86,900	7,305	7,305	7,305	64,984	86,900	-			86,900	84,900	86,400	88,000	89,800	
52130 Information Technology Service	145,000	-	145,000	31,220	31,220	31,220	51,340	145,000	-			145,000	150,000	153,000	156,100	159,200	
52140 Legal Services	58,000	-	58,000	14,176	14,176	14,176	15,473	58,000	-			58,000	58,100	59,300	60,500	61,700	
52131 ITS-Communication Services	25,000	-	25,000	5,697	5,697	5,697	7,911	25,000	-			25,000	25,800	26,300	26,800	27,300	
52150 Temporary/Contract Help	-	-	-	-	-	-	-	-	-			-	-	-	-	-	
52310 Consulting Services	17,357,200	-	17,357,200	673,592	1,200,000	1,000,000	14,483,608	17,357,200	-			17,357,200	1,019,400	14,000,000	1,039,800	14,280,000	
52325 Waste Disposal Services	18,900	-	18,900	1,849	1,849	1,849	4,265	9,812	9,088			18,900	19,100	19,300	19,500	19,700	
52335 Security Services	8,000	-	8,000	-	-	-	8,000	8,000	-			8,000	8,000	8,000	8,000	8,000	
52340 Landscaping Services	7,500	-	7,500	650	650	650	5,550	7,500	-			7,500	7,500	7,700	7,900	8,100	
52490 Other Professional Services	8,417,100	-	8,417,100	1,964,103	1,964,103	2,090,000	2,400,000	8,418,206	(1,106)			8,417,100	8,732,800	8,994,800	9,264,600	9,542,500	
52500 Maintenance-Equipment	140,000	-	140,000	48,395	27,003	17,003	27,000	119,400	20,600			140,000	120,000	120,500	121,000	121,500	
52505 Maintenance-Buildings/Improvem	100,000	-	100,000	31,525	12,245	12,245	12,245	68,260	31,740			100,000	100,000	101,500	103,000	104,600	
52510 Maintenance-B&I-PW Charges	-	-	-	-	-	-	-	-	-			-	-	-	-	-	
52515 Maintenance-Software	115,500	-	115,500	68,213	14,920	14,920	25,240	123,293	(7,793)			115,500	115,500	116,500	117,500	118,500	
52520 Maintenance-Vehicles	67,000	-	67,000	13,534	16,000	16,000	61,534	57,000	5,466			67,000	57,000	57,000	57,000	57,000	
52600 Rents and Leases - Equipment	7,000	-	7,000	1,449	1,449	1,449	2,652	7,000	-			7,000	7,000	7,100	7,200	7,300	
52605 Rents and Leases - Bldg/Land	8,000	-	8,000	-	-	-	8,000	8,000	-			8,000	8,000	8,000	8,000	8,000	
52705 Insurance - Premiums	466,500	-	466,500	2,299	2,299	2,299	459,604	466,500	-			466,500	425,000	433,500	442,100	450,900	
52800 Communications/Telephone	27,000	-	27,000	1,402	3,857	4,857	14,428	24,545	2,455			27,000	25,000	25,300	25,600	25,900	
52810 Advertising/Marketing	114,500	-	114,500	2,354	15,362	25,362	63,915	106,992	7,508			114,500	114,500	115,300	116,100	116,900	
52820 Printing & Binding	37,000	-	37,000	1,251	4,341	7,441	18,679	31,710	5,290			37,000	31,000	31,300	31,600	31,900	
52825 Bank Charges	15,000	-	15,000	74	2,565	10,056	10,056	15,260	(260)			15,000	15,000	15,300	15,600	15,900	
52830 Publications & Legal Notices	8,000	-	8,000	6,201	6,201	6,201	(7,832)	10,772	(2,772)			8,000	8,000	8,200	8,400	8,600	
52900 Training/Conference Expenses	25,000	-	25,000	3,655	3,655	3,655	14,034	25,000	-			25,000	25,000	25,500	26,000	26,500	
52905 Business Travel/Mileage	15,000	-	15,000	128	128	128	14,615	15,000	-			15,000	15,000	15,300	15,600	15,900	
53100 Office Supplies	3,000	-	3,000	341	341	341	1,979	3,000	-			3,000	3,000	3,100	3,200	3,300	
53110 Freight/Postage	25,000	-	25,000	42,078	42,078	42,078	(101,234)	25,000	-			25,000	25,000	25,500	26,000	26,500	
53115 Books/Media/Periodicals/Subscr	6,000	-	6,000	3,129	3,129	3,129	(3,387)	6,000	-			6,000	6,000	6,100	6,200	6,300	
53120 Memberships/Certifications	50,000	-	50,000	27,018	27,018	27,018	(31,054)	50,000	-			50,000	50,000	51,000	52,000	53,000	
53205 Utilities - Electric	31,000	-	31,000	20,318	20,318	20,318	(34,225)	26,728	4,272			31,000	31,000	31,5			



The financial statements presented have not been audited and should be used for informational purposes only.

CMA- GENERAL FUND		Adopted Budget	Budget Adjustments	Adjusted Budget	Quarter End Q1 FY20-21	Quarter End Q2 FY20-21	Quarter End Q3 FY20-21	Quarter End Q4 FY20-21	FYE 20-21	Adj. Budget vs. Actuals
Revenues- Operations					Actuals	Forecast	Forecast	Forecast	Budget	
41400	Sales and Use Tax	1,746,100	-	1,746,100	195,196	400,000	400,000	750,904	1,746,100	-
41410	Sales and Use Tax - Capital	-	-	-	-	-	-	-	-	-
43790	State-Other Funding	8,997,000	-	8,997,000	-	-	-	8,997,000	8,997,000	-
43890	Federal	6,936,200	-	6,936,200	581,049	590,000	280,000	5,485,151	6,936,200	-
43950	Other-Governmental Agencies	1,379,000	-	1,379,000	-	300,000	300,000	779,000	1,379,000	-
45100	Interest	20,000	-	20,000	-	3,300	4,000	12,700	20,000	-
46800	Charges for Services	1,494,300	-	1,494,300	376	376	376	1,493,172	1,494,300	-
47900	Miscellaneous	-	-	-	-	-	-	-	-	-
49900	Intrafund Revenue	200,000	-	200,000	-	-	-	200,000	200,000	-
Total Revenues		20,772,600	-	20,772,600	776,621	1,293,676	984,376	17,717,927	20,772,600	
Expenses- Operations										
51100	Salaries and Wages	1,770,900	-	1,770,900	298,461	440,000	440,000	592,439	1,770,900	-
51110	Extra Help	200,000	-	200,000	-	-	-	200,000	200,000	-
51200	401A Employer Contribution	24,500	-	24,500	784	13,000	7,000	3,716	24,500	-
51205	Cell Phone Allowance	9,000	-	9,000	1,248	1,248	1,248	5,256	9,000	-
51300	Medicare	42,300	-	42,300	4,246	13,000	13,000	12,054	42,300	-
51400	Employee Insurance-Premiums	322,000	-	322,000	69,858	75,000	75,000	102,142	322,000	-
51405	Workers Compensation	7,900	-	7,900	-	-	-	7,900	7,900	-
51410	Unemployment Compensation	50,900	-	50,900	-	-	-	50,900	50,900	-
51600	Retirement	151,800	-	151,800	65,579	35,000	35,000	16,221	151,800	-
51605	Other Post Employment Benefits	39,000	-	39,000	-	-	-	39,000	39,000	-
51990	Other Employee Benefits	3,700	-	3,700	-	-	-	3,700	3,700	-
Total for: Salaries and Benefits		2,622,000	-	2,622,000	440,175	577,248	571,248	1,033,329	2,622,000	-
52100	Administration Services	5,000	-	5,000	208	208	208	4,375	5,000	-
52125	Accounting/Auditing Services	70,000	-	70,000	7,305	7,305	7,305	48,084	70,000	-
52130	Information Technology Service	145,000	-	145,000	31,220	31,220	31,220	51,340	145,000	-
52131	ITS-Communication Services	25,000	-	25,000	5,697	5,697	5,697	7,911	25,000	-
52140	Legal Services	55,000	-	55,000	14,176	14,176	14,176	12,473	55,000	-
52310	Consulting Services	17,357,200	-	17,357,200	673,592	1,200,000	1,000,000	14,483,608	17,357,200	-
52325	Waste Disposal Services	3,900	-	3,900	371	371	371	2,787	3,900	-
52340	Landscaping Services	7,500	-	7,500	650	650	650	5,550	7,500	-
52335	Security Services	8,000	-	8,000	-	-	-	8,000	8,000	-
52500	Maintenance-Equipment	25,000	-	25,000	2,003	2,003	2,003	12,000	18,008	6,992
52505	Maintenance-Buildings/Improvem	75,000	-	75,000	31,280	12,000	12,000	12,000	67,280	7,720
52515	Maintenance-Software	50,000	-	50,000	9,920	9,920	9,920	20,240	50,000	-
52520	Maintenance-Vehicles	2,000	-	2,000	13,534	4,000	4,000	4,000	25,534	(23,534)
52600	Rents and Leases - Equipment	7,000	-	7,000	1,449	1,449	1,449	2,652	7,000	-
52705	Insurance - Premiums	60,000	-	60,000	2,299	2,299	2,299	53,104	60,000	-
52800	Communications/Telephone	15,000	-	15,000	1,357	1,357	1,357	10,928	15,000	-
52810	Advertising/Marketing	40,000	-	40,000	362	362	362	38,915	40,000	-
52820	Printing & Binding	15,000	-	15,000	941	941	941	12,179	15,000	-
52825	Bank Charges	15,000	-	15,000	9	2,500	2,500	9,991	15,000	-
52830	Publications & Legal Notices	8,000	-	8,000	5,508	5,508	5,508	(8,525)	8,000	-
52900	Training/Conference Expenses	25,000	-	25,000	3,655	3,655	3,655	14,034	25,000	-
52905	Business Travel/Mileage	15,000	-	15,000	128	128	128	14,615	15,000	-
53100	Office Supplies	3,000	-	3,000	341	341	341	1,979	3,000	-
53110	Freight/Postage	25,000	-	25,000	42,078	42,078	42,078	(101,234)	25,000	-
53115	Books/Media/Periodicals/Subscr	6,000	-	6,000	3,129	3,129	3,129	(3,387)	6,000	-
53120	Memberships/Certifications	50,000	-	50,000	27,018	27,018	27,018	(31,054)	50,000	-
53205	Utilities - Electric	25,000	-	25,000	19,886	19,886	19,886	(34,657)	25,000	-
53220	Utilities - Water	12,000	-	12,000	2,251	2,251	2,251	5,248	12,000	-
53250	Fuel	1,000	-	1,000	37	37	37	888	1,000	-
Total for: Services and Supplies		18,150,600	-	18,150,600	900,402	1,400,488	1,200,488	14,658,043	18,159,421	(8,821)
54315	Interest on Debt	-	-	-	-	-	-	-	-	-
Total for: Other Expenses		-	-	-	-	-	-	-	-	-
Total Expenditures		20,772,600	-	20,772,600	1,340,578	1,977,736	1,771,736	15,691,372	20,781,421	(8,821)
Net Surplus (Deficit)		-	-	-	(563,957)	(684,060)	(787,360)	2,026,555	(8,821)	8,821
54600	Depreciation Expense	-	-	-	-	-	-	-	-	-

5 Year Forecast

FY21-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
BUDGET	Estimated	Estimated	Estimated	Estimated
2,865,100	9,891,600	3,157,600	10,071,900	10,071,900
70,000	69,000	69,000	69,000	69,000
790,000	7,074,900	805,800	7,216,400	7,216,400
400,000	408,000	416,200	424,500	424,500
20,000	20,400	20,800	21,200	21,200
250,000	-	-	-	-
-	-	-	-	-
200,000	205,000	210,000	215,000	215,000
4,595,100	17,668,900	4,679,400	18,018,000	18,018,000
1,905,900	1,963,100	2,022,000	2,082,700	2,082,700
200,000	200,000	75,000	75,000	75,000
24,500	24,500	24,500	24,500	24,500
9,000	9,200	9,400	9,600	9,600
42,300	43,600	44,900	46,200	46,200
325,000	334,800	344,800	355,100	355,100
7,900	8,100	8,300	8,500	8,500
-	-	-	-	-
168,000	173,000	178,200	183,500	183,500
40,000	41,000	42,200	43,500	43,500
53,700	56,400	59,200	62,200	62,200
2,776,300	2,853,700	2,808,500	2,890,800	2,890,800
5,000	5,100	5,200	5,300	5,300
70,000	71,400	72,800	74,300	74,300
150,000	153,000	156,100	159,200	159,200
25,800	26,300	26,800	27,300	27,300
55,000	56,100	57,200	58,300	58,300
1,019,400	14,000,000	1,039,800	14,280,000	14,280,000
4,100	4,200	4,300	4,400	4,400
7,500	7,700	7,900	8,100	8,100
8,000	8,000	8,000	8,000	8,000
25,000	25,500	26,000	26,500	26,500
75,000	76,500	78,000	79,600	79,600
50,000	51,000	52,000	53,000	53,000
2,000	2,000	2,000	2,000	2,000
7,000	7,100	7,200	7,300	7,300
60,000	61,200	62,400	63,600	63,600
15,000	15,300	15,600	15,900	15,900
8,000	8,200	8,400	8,600	8,600
25,000	25,500	26,000	26,500	26,500
15,000	15,300	15,600	15,900	15,900
3,000	3,100	3,200	3,300	3,300
25,000	25,500	26,000	26,500	26,500
6,000	6,100	6,200	6,300	6,300
50,000	51,000	52,000	53,000	53,000
25,000	25,500	26,000	26,500	26,500
12,000	12,200	12,400	12,600	12,600
1,000	1,000	1,000	1,000	1,000
1,818,800	14,815,200	1,870,900	15,127,200	15,127,200
-	-	-	-	-
-	-	-	-	-
4,595,100	17,668,900	4,679,400	18,018,000	18,018,000
-	-	-	-	-
3,020,399	3,020,399	3,020,399	3,020,399	3,020,399
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
3,020,399	3,020,399	3,020,399	3,020,399	3,020,399

Cash Flow Forecast	Total Revenues	20,772,600	776,621	1,293,676	984,376	17,717,927	20,772,600
	Total Expenses	20,772,600	1,340,578	1,977,736	1,771,736	15,691,372	20,781,421
	Surplus/ (Deficit) ex deprec	-	(563,957)	(684,060)	(787,360)	2,026,555	(8,821)
	Beginning Cash Balance		2,750,811	2,853,075	2,169,015	1,381,656	2,750,811
	Surplus/(Deficit) from above		(563,957)	(684,060)	(787,360)	2,026,555	(8,821)
	Accounts Payable Increase/(Decrease)		333,659	-	-	-	333,659
	Accounts Receivables (Increase)/ Decrease		332,562	-	-	-	332,562
	Return of Local Transportation Funding- PT		-	-	-	-	-
	Other Financing Activities (LOC)		-	-	-	-	-
	Capital Financing		-	-	-	-	-
	Other Operating Activities		-	-	-	-	-
	Ending Cash Balance		2,853,075	2,169,015	1,381,656	3,408,211	3,408,211



The financial statements presented have not been audited and should be used for informational purposes only.

		Budget		Quarter End Q1 FY20-	Quarter End Q2 FY20-	Quarter End Q3 FY20-	Quarter End Q4 FY20-		Adj. Budget vs.
		Adopted Budget	Adjustments	Adjusted Budget	21	21	21	21	Actuals
PUBLIC TRANSIT FUND					Actuals	Forecast	Forecast	Forecast	
Revenues- Operations								FYE 20-21	
41400	Sales and Use Tax	3,602,900	-	3,602,900	894,977	1,000,000	600,000	1,107,923	3,602,900
43790	STA	1,870,000	-	1,870,000	-	250,000	250,000	500,000	1,000,000
43890	Federal-Other Funding	3,111,200	-	3,111,200	4,067,764	-	-	400,000	4,467,764
43950	Regional Measure 2	255,900	-	255,900	-	180,000	120,000	-	300,000
45100	Interest	50,400	-	50,400	19,663	6,500	6,500	6,500	11,237
46800	Charges for Services (Farebox)	507,700	-	507,700	19,373	60,000	90,000	120,000	289,373
46810	Charges for Services-Amcan	72,300	-	72,300	-	-	-	72,300	72,300
46820	Charges for Service-Yountville	30,500	-	30,500	-	-	-	30,500	30,500
46825	Charges for Services-St Helena	30,000	-	30,000	-	-	-	30,000	30,000
46830	Charges for Services-Calistoga	65,000	-	65,000	-	-	-	65,000	65,000
Total Revenues		9,595,900	-	9,595,900	5,001,777	1,496,500	1,066,500	2,332,223	9,897,000
Expenses									(301,100)
52125	Accounting/Auditing Services	16,900	-	16,900	-	-	-	16,900	16,900
52130	Information Technology Service	-	-	-	-	-	-	-	-
52140	Legal Services	3,000	-	3,000	-	-	-	3,000	3,000
52325	Waste Disposal Services	15,000	-	15,000	1,478	1,478	1,478	1,478	5,912
52335	Security Services	-	-	-	-	-	-	-	-
52490	Other Professional Services	8,417,100	-	8,417,100	1,964,103	1,964,103	2,090,000	2,400,000	8,418,206
52500	Maintenance-Equipment	115,000	-	115,000	46,392	25,000	15,000	15,000	101,392
52505	Maintenance-Buildings/Improvem	25,000	-	25,000	245	245	245	245	980
52515	Maintenance-Software	65,500	-	65,500	58,293	5,000	5,000	5,000	73,293
52520	Maintenance-Vehicles	65,000	-	65,000	-	12,000	12,000	12,000	36,000
52605	Rents and Leases - Bldg/Land	8,000	-	8,000	-	-	-	8,000	8,000
52705	Insurance - Premiums	406,500	-	406,500	-	-	-	406,500	406,500
52800	Communications/Telephone	12,000	-	12,000	45	2,500	3,500	3,500	9,545
52810	Advertising/Marketing	74,500	-	74,500	1,992	15,000	25,000	25,000	66,992
52825	Bank Charges	-	-	-	65	65	65	65	260
52820	Printing & Binding	22,000	-	22,000	310	3,400	6,500	6,500	16,710
52830	Publications & Legal Notices	-	-	-	693	693	693	693	2,772
53205	Utilities - Electric	6,000	-	6,000	432	432	432	432	1,728
53220	Utilities - Water	13,000	-	13,000	1,295	1,295	1,295	1,295	5,180
53250	Fuel	1,015,800	-	1,015,800	129,807	350,000	250,000	250,000	979,807
Total for: Services and Supplies		10,280,300	-	10,280,300	2,205,150	2,381,211	2,411,208	3,155,608	10,153,177
54315	Interest on Debt (I-Bank)	-	-	-	-	-	-	-	-
57900	Intrafund Expenditures	250,500	-	250,500	-	-	-	-	250,500
Total for: Other Expenses		250,500	-	250,500	-	-	-	-	250,500
Total Expenditures		10,530,800	-	10,530,800	2,205,150	2,381,211	2,411,208	3,155,608	10,153,177
Net Surplus (Deficit)		(934,900)	-	(934,900)	2,796,627	(884,711)	(1,344,708)	(823,385)	(256,177)
54600	Depreciation Expense	3,087,000	-	3,087,000	-	-	-	2,887,000	2,887,000

Revenues- Capital									
41410	Sales and Use Tax - Capital	2,695,657	-	2,695,657	-	-	-	2,695,657	2,695,657
43790	State-Other Funding	1,963,789	-	1,963,789	-	-	-	1,963,789	1,963,789.00
43890	Federal-Other Funding	923,742	-	923,742	-	-	-	923,742	923,742
Total Revenues		5,583,188	-	5,583,188	-	-	-	5,583,188	5,583,188
Expenses- Capital									
55100	Land	-	-	-	-	-	-	-	-
55200	Construction in Progress	1,075,000	-	1,075,000	-	-	-	1,075,000	1,075,000
55400	Equipment	4,508,188	-	4,508,188	-	-	-	4,508,188	4,508,188
Total for: Capital Expenses		5,583,188	-	5,583,188	-	-	-	5,583,188	5,583,188
Total Expenditures		5,583,188	-	5,583,188	-	-	-	5,583,188	5,583,188
Net Surplus (Deficit)		-	-	-	-	-	-	-	-

Cash Flow Forecast		Total Revenues	15,179,088	5,001,777	1,496,500	1,066,500	7,915,411	15,480,188
		Total Expenses	16,113,988	2,205,150	2,381,211	2,411,208	8,738,796	15,736,365
		Surplus/ (Deficit) ex deprec	(934,900)	2,796,627	(884,711)	(1,344,708)	(823,385)	(256,177)
Beginning Cash Balance				1,470,402	7,517,583	5,031,190	5,031,190	1,470,402
Surplus/(Deficit) from above				2,796,627	-	-	-	(256,177)
Accounts Payable Increase/(Decrease)				1,162,653	-	-	-	1,162,653
Accounts Receivables (Increase)/ Decrease				2,953,366	-	-	-	2,953,366
Return of Local Transportation Funding- PT				-	(2,486,393)	-	-	(2,486,393)
Bank of Marin LOC				-	-	-	-	-
Capital Financing				-	-	-	-	-
Other Operating Activities				(865,465)	-	-	-	(865,465)
Ending Cash Position				7,517,583	5,031,190	5,031,190	5,031,190	1,978,386

5 Year Forecast				
FY21-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2024-26
BUDGET	Projection	Projection	Projection	Projection
3,305,700	5,214,600	5,368,400	5,525,100	5,525,100
2,050,000	2,111,500	2,174,800	2,240,000	2,240,000
2,401,900	2,449,900	2,498,900	2,548,900	2,548,900
256,300	426,400	426,400	426,400	426,400
79,800	80,600	81,400	82,200	82,200
566,700	583,700	601,200	619,200	619,200
53,100	54,700	56,300	58,000	58,000
31,300	32,200	33,200	34,200	34,200
30,000	30,900	31,800	32,800	32,800
65,000	65,100	65,100	67,100	67,100
8,839,800	11,049,600	11,337,500	11,633,900	11,633,900
14,900	15,000	15,200	15,500	15,500
-	-	-	-	-
3,100	3,200	3,300	3,400	3,400
15,000	15,100	15,200	15,300	15,300
-	-	-	-	-
8,732,800	8,994,800	9,264,600	9,542,500	9,542,500
95,000	95,000	95,000	95,000	95,000
25,000	25,000	25,000	25,000	25,000
65,500	65,500	65,500	65,500	65,500
55,000	55,000	55,000	55,000	55,000
8,000	8,000	8,000	8,000	8,000
365,000	372,300	379,700	387,300	387,300
10,000	10,000	10,000	10,000	10,000
74,500	74,500	74,500	74,500	74,500
-	-	-	-	-
16,000	16,000	16,000	16,000	16,000
-	-	-	-	-
6,000	6,000	6,000	6,000	6,000
13,000	13,000	13,000	13,000	13,000
1,020,000	1,030,200	1,040,500	1,050,900	1,050,900
10,518,800	10,798,600	11,086,500	11,382,900	11,382,900
-	-	-	-	-
251,000	251,000	251,000	251,000	251,000
251,000	251,000	251,000	251,000	251,000
10,769,800	11,049,600	11,337,500	11,633,900	11,633,900
(1,930,000)	-	-	-	-
3,062,000	3,123,200	3,185,700	3,249,400	3,249,400
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
5,184,683	3,254,683	3,254,683	3,254,683	3,254,683
(1,930,000)	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
3,254,683	3,254,683	3,254,683	3,254,683	3,254,683



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Fiscal Year (FY) 2019-2029 Napa County Short Range Transit Plan

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the FY 2019-2029 Napa Valley Transportation Authority Short Range Transit Plan and allow staff to make minor modifications to the document.

EXECUTIVE SUMMARY

The Metropolitan Transportation Commission (MTC) requires that the region's transit agencies prepare Short Range Transit Plans (SRTP) every four years. The SRTP provides a vision to deploy transit service over a 10 year planning horizon. The plans demonstrates that proposed services can be funded with anticipated revenues over the 10-year SRTP period, and includes Vine's Capital Improvement Plan (CIP).

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVRTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Director, Capital Development & Planning
(707) 259-5968 / Email: dschmitz@nvta.ca.gov
SUBJECT: FY 2019-2029 Napa County Short Range Transit Plan (SRTP)

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve the FY 2019-2029 Napa County Transportation Authority Short Range Transit Plan (SRTP) (Attachment 1) and allow staff to make minor modifications to the document.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Metropolitan Transportation Commission (MTC) requires that the region's transit agencies prepare a SRTP every four years. The SRTP provides a 10-year plan to deploy transit services, and to ensure revenues are available to fund proposed operations. It is further an opportunity to evaluate service parameters, performance measures and targets.

The SRTP meets the following MTC-required components: an overview of the transit system, a section covering the agency's goals, objectives, and standards, an evaluation of the transit system, an operations plan/budget, and a capital improvement plan.

The 2019-2029 SRTP reporting period covers the period just before the Vine Vision - Vine Comprehensive Operations Analysis (COA) which was completed in 2018 and the Vine Express Bus Study completed in 2017. NVRTA undertook major planning efforts to improve its fixed route operations. Phase II of Vine Vision was implemented in January 2020. Ridership numbers were trending upward for a few short months before the global coronavirus pandemic, which significantly disrupted transit ridership, revenues, and

operations for the Vine but also transit systems worldwide. Vine ridership is currently down by approximately 50% compared to pre-pandemic numbers. NVTA staff is continually evaluating transit demand and funding and is prepared to make service adjustments as needed. NVTA has moved quickly to respond to the changing landscape and was able to transition the local fixed route system to 100% on-demand in the City of Napa, and reduce operating hours on regional services, express bus services, and shuttle services to fit demand and address anticipated revenue shortfalls.

The SRTP outlines a broad perspective for deploying service in rather than prescribing specific alignments or timetables. The document informs capital decisions and updates Vine performance goals and standards. Implementation of the goals and objectives outlined in the SRTP are subject to available resources, consideration of changes in the operating environment, and Board policies and approval.

ALTERNATIVES

The Board may choose not to approve the SRTP, which would leave the agency in non-compliance with Metropolitan Transportation Commission (MTC) Agreement No. 17-14 which could affect operating revenues.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income or ability.

The SRTP is a tool used by NVTA to support efforts to provide affordable transportation solutions to ensure access to jobs, education, goods, and services to all members of the community.

Goal 3: Use taxpayer dollars efficiently

The SRTP requires that the agency optimize transit service and capital investments by applying goals and performance metrics, and limits expenditures to projected revenues.

ATTACHMENTS

- (1) Draft FY 2019-2029 Napa County Short Range Transit Plan (due to file size, the document is available for review on the NVTA website at <http://www.nvta.ca.gov/short-range-transit-plan>)



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Vine Transit's Services in Support of the Emergency Operations Center (EOC) Update

STAFF RECOMMENDATION

Information only

EXECUTIVE SUMMARY

Napa Valley Transportation Authority is an arm of the Napa County Emergency Operations Center (EOC) under the Operations – Transportation Branch. On March 19 NVTA was called to service for the COVID-19 pandemic. NVTA has also responded to evacuation and other services requests associated with the LNU Lightening Complex and Glass fire events.

FISCAL IMPACT

\$71,754 in operating expenses



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Director, Capital Development & Planning
(707) 259-5968 / Email: dschmitz@nvta.ca.gov
SUBJECT: Vine Transit's Services in Support of the Emergency Operations Center (EOC)

RECOMMENDATION

Information only

COMMITTEE RECOMMENDATION

None

BACKGROUND

The County Emergency Operation Center (EOC) activated NVTA in March to respond to needs associated with the coronavirus pandemic. Transit has since logged over a thousand hours and incurred \$71,754 in reimbursable operating expenses. NVTA staff has also provided over 400 hours of staff time in response to the COVID-19 and fire events. A retrospective of NVTA emergency operation activities is shown below:

- On March 27, Vine Transit began meal delivery to shelter occupants and isolation sites three times a day; service has expanded to housing and sheltering sites for fire evacuees and first responders. At the height of meal deliveries, for the weeks of September 27 and October 4, Transdev was delivering over 2,000 meals daily. The county had 1,971 fire evacuees in housing and sheltering sites at the height of the Glass Fire event.
- On March 29, Vine Transit started providing transportation to the County's high risk congregate living clients in the Winter and South Shelters to isolation and quarantine sites. These sites were erected to protect the county's vulnerable population and to curb the spread of the virus.
- On March 30, Vine Transit started delivering lunch to EOC staff at various EOC sites in the county, this work has ebbed and flowed with higher demand during the fire events at about 300 meals daily.

- Since April NVTa staff has also delivered food to vulnerable populations countywide in partnership with Community Organizations Activated in Disaster (COAD) and the food pantry. There are typically four of these deliveries a month.
- Vine Transit is on standby to move individuals who do not have access to transportation or have mobility needs to the COVID-19 testing sites.
- During the LNU fire transit vehicles were put on notice for St. Helena Hospital evacuation but were not needed.
- During the Glass Fire on September 28, 8 transit vehicles were deployed to assist in evacuations of Calistoga and surrounding areas. Vine Transit evacuated 9 individuals on September 28 and provided transportation to dozens of evacuees back and forth between shelter sites in the City of Napa.
- Since September 27, transit has continued to provide shuttling service for fire evacuees between sheltering sites and assisted in the repopulation of Calistoga.
- NVTa staff is on standby for other transportation needs that arise from the EOC.

The County of Napa is reimbursing NVTa for Vine emergency transportation operations. Table 1 provides a breakdown by month of emergency transportation services to date.

Table 1. EOC Work Completed by Transit

Activity	Expense \$	Hours
March 2020 COVID-19 Response	\$2,435.04	50.73
April 2020 COVID-19 Response	7,370.40	153.55
May 2020 COVID-19 Response	6,920.81	144.19
June 2020 COVID-19 Response	6,483.20	135.91
July 2020 COVID-19 Response	5,573.46	142.47
August 2020 COVID-19 Response	8,873.02	178.79
September 2020 COVID-19 Response	7,963.96	160.47
September 2020 Glass Fire Response	4,632.13	93.33
October 2020 COVID-19 Response*	20,064.94	402.88
October 2020 Glass Fire Response	1,437.78	28.97
Total	\$71,754.74	1,491.29

*Many of the meal deliveries categorized under this line item were due to increased occupancy in shelters from Glass Fire event.

ALTERNATIVES

None

STRATEGIC GOALS MET BY THIS PROPOSAL

Not applicable.

ATTACHMENTS

None



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Vine Transit Update

STAFF RECOMMENDATION

Information only. This report will provide an update on the operational performance for Vine Transit services covering the first quarter of Fiscal Year (FY) 2020-21. The report will also provide an update on operational and service changes related to the pandemic and the Glass Fire.

EXECUTIVE SUMMARY

The following report summarizes the Vine's operational performance during the first quarter for FY 2020-21 and covers the period July 1 to September 30, 2020.

In response to the COVID-19 pandemic and public health orders issued by the State and County of Napa starting in March, a series of service modifications were implemented in the system in response to lower ridership. A number of safety practices including mandatory mask usage and installation of clear protective driver barriers have been installed on fixed route vehicles. To adhere to social distancing between riders and employees, fare collection was suspended in March. The new driver barriers allowed fare collection to resume on September 13, 2020.

The first quarter 2021 is the second full quarter of data reflecting the current state of transit during COVID-19. The second quarter indicates a steady increase in riders returning to transit since the earlier days of the pandemic in April and May, however, there are still large ridership drops when compared to the same time period last year (first quarter of FY 2019-20) at about 89% for Vine Go, 86% for Local Routes/On-Demand in the City of Napa, 75% for Community Shuttles, and 57% for Regional and Express Fixed Routes. The board memo compares the first quarter of FY 2021 (Jul – Sep) to both the first quarter of FY 2020 and to the first three months of the pandemic (Apr – Jun) to highlight the differences between the same time period last year and to the early days of the COVID-19 pandemic.

On October, 21 2020, the State of California moved Napa County to the Moderate Risk Level (Orange Tier), which allowed some businesses to reopen with modifications. Napa County's five public school districts also started a hybrid in-person schedule on October 26th. These two changes should lead to an increase in demand for public transit in the first quarter of FY 2020-21

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Letter

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Principal Planner and Libby Payan, Senior Transportation Planner
(707) 259-8636 / Email: rschenck@nvta.ca.gov
SUBJECT: Vine Transit Update

RECOMMENDATION

That the Napa Valley Transportation Authority Board receive the Vine Transit Services Fiscal Year (FY) 2020-21 first quarter (Q1) operational performance update.

COMMITTEE RECOMMENDATION

None

BACKGROUND & DISCUSSION

In March, NVTA made a number of service changes in response to reduced ridership demand associated with the coronavirus pandemic and public health orders issued by the State and County of Napa. Specifically, service hours were reduced, fare payment was suspended, seat spacing was introduced, and buses began using rear door only boarding whenever feasible to ensure the safety of riders and drivers. In mid-March, weekday service hours on Routes 10 and 11 were reduced to a Saturday schedule. Routes 10X and 11X were suspended – after already showing mixed ridership performance in the months preceding the pandemic. On April 27th, local fixed route services in the City of Napa (A-H) were suspended and transitioned to Stop to Stop On-Demand service for local trips. On May 13th following the County of Napa's revised Shelter at Home order, NVTA posted notices requiring the use of face coverings by passengers and staff.

NVTA worked with the Vine operator, Transdev, to install clear protective barriers in the driver's compartments on transit buses, for the protection of drivers and passengers. The project was completed in early September, and fare collection resumed on Sunday, September 13th. It should be noted that the Vine was out in front of most Bay Area

systems on installing driver safety barriers and resuming fare collection. Currently there is not an established driver safety barrier option for the smaller, cutaway shuttle buses. Napa On-Demand riders pay the same local \$1.60 full fare, \$1.10 student fare, and \$0.80 reduced fare for elderly and disabled riders that were previously established for local routes. Day, 20-ride, and 31-day fare passes are also accepted. The use of Clipper is encouraged and NVTA, in partnership with MTC and other transit operators, will be rolling out a full Clipper marketing campaign to introduce the new Clipper-START program for low-income adults and the next generation of Clipper.

NVTA continues to support auxiliary Emergency Operation Center (EOC) functions that include meal delivery to residents in isolation and quarantine sites, food bank distribution while centers are closed to the public, and related transportation. NVTA was also activated as part of the Napa Glass Fire response on September 27 to support evacuation requests. This work has allowed the agency to preserve driver, road supervisor, and dispatch jobs.

The first four tables compare ridership across different services in the first quarter of FY 2020-21 to the prior fiscal year. Table 1 shows an 85.61% decline in ridership on the local fixed routes in the City of Napa compared to the On-Demand routes that served the City of Napa during the first quarter of the current fiscal year.

Table 1: Routes 1-8 Ridership and On Napa On Demand – Comparing Q1 of FY20 & FY21

	FY 19/20	(On- Demand) FY 20/21	% Difference	Numerical Difference
Route 1	3,971			
Route 2	14,375			
Route 3	15,354			
Route 4	11,913			
Route 5	12,512			
Route 6	9,502			
Route 7	3,896			
Route 8	22,268			
Total	93,791	13,496	-85.61%	-80,295

Table 2 indicates that the decrease in ridership on the regional and express routes (10, 11, 21 and 29) has been less severe than on the local routes. The decrease in the first quarter of fiscal years 19/20 and 20/21 was -57.14 percent. Route 29 showed the smallest percentage drop in ridership (-45.77%) of all of the regional and express routes.

Table 2: Routes 10, 11, 21 and 29 Ridership – Comparing Q1 of FY20 & FY21

	FY 19/20	FY 20/21	% Difference	Numerical Difference
Route 10	53,751	24,152	-55.07%	-29,599
Route 11	60,480	23,516	-61.12%	-36,964
Route 10X	1,528	N/A	N/A	N/A
Route 11X	1,582	N/A	N/A	N/A
Route 21	8,845	4,599	-48.00%	-4,246
Route 29	15,987	8,669	-45.77%	-7,318
Total	142,173	60,936	-57.14%	-81,237

Table 3 shows the ridership patterns on the four community shuttles. Ridership is down 75.10% compared to the same quarter in the prior fiscal year. The Yountville Trolley had the greatest ridership decline (-87.33%), which is driven by the COVID-19 restrictions placed on residents and visitors to the Yountville Veterans Home.

Table 3: Community Shuttles– Comparing Q1 of FY20 & FY21

	FY 19/20	FY 20/21	% Difference	Numerical Difference
Calistoga Shuttle	7,504	1,965	-73.81%	-5,539
St. Helena Shuttle	3,568	1,104	-69.06%	-2,464
Yountville Trolley	4,492	569	-87.33%	-3,923
American Canyon Transit	5,745	1,669	-70.95%	-4,076
Total	21,309	5,307	-75.10%	-16,002

VineGo ridership also has a precipitous drop (-89.12%) compared to the same time last year as shown in Table 4. NVTa has decreased the number of vehicles serving VineGo. Many of the customers who use VineGo traveled for programs like the Collaboria Day Program, Napa Senior Center events, and Clinic Ole classes that have been suspended during the COVID-19 pandemic.

Table 4: VineGo Ridership – Comparing Q1 of FY20 & FY21

	FY 19/20	FY 20/21	% Difference	Numerical Difference
VineGo	6,783	732	-89.21%	-6,051

Tables 5, 6 and 7, compare the last quarter of FY 20 to the first quarter of FY 21 to provide context on ridership since the COVID-19 pandemic began. Table 5 shows an increase in On-Demand ridership in the City of Napa between the last two quarters. Since April was split between On-Demand and fixed route, a better way to compare the two quarters is the average passengers per day. In May of 2020, the average ridership per day for

On-Demand was 127 riders per day compared to 170 riders per day in September, which equates to a 37% increase.

Table 5 Napa Local On-Demand Ridership – Comparing Q4 of FY20 & Q1 of FY21*

	Q4 FY 20*	Q1 FY 21	% Difference	Numerical Difference
Napa Local On Demand	7,500	13,496	79.95%	5,996

*On-Demand service started on April 27th, 2020, so quarter 4 of FY20 (April 1 to June 30th, 2020 does not represent a full 3 months

Ridership rose over the prior quarter on the Routes 10, 11, 21 and 29 as seen in Table 6. Overall, ridership rose 11.07% over the last quarter on these regional and express routes.

Table 6: Routes 10, 11, 21 & 29 Ridership – Comparing Q4 of FY20 & Q1 of FY21

	Q4 FY 20	Q1 FY 21	% Difference	Numerical Difference
Route 10	20,432	24,152	18.21%	3,720
Route 11	22,525	23,516	4.40%	991
Route 10X	N/A	N/A	N/A	N/A
Route 11X	N/A	N/A	N/A	N/A
Route 21	4,189	4,599	9.79%	410
Route 29	7,718	8,669	12.33%	951
Total	54,864	60,936	11.07%	6,072

For the community shuttles, ridership also increased compared to the prior quarter on all four shuttles. This was even true in Calistoga and St Helena where NVTA was not able to provide service during the Glass Fire due to evacuations.

Table 7: Community Shuttles– Comparing Q4 of FY20 & Q1 of FY21

	Q4 FY 20	Q1 FY 21	% Difference	Numerical Difference
Calistoga Shuttle	1,308	1,965	50.23%	657
St. Helena Shuttle	665	1,104	66.02%	439
Yountville Trolley	290	569	96.21%	279
American Canyon Transit	1,292	1,669	29.18%	377
Total	3,555	5,307	49.28%	1,752

The final table shows the on-time performance for the four fixed route services that NVTA is currently operating. The data does not account for scheduling changes on the Route 10 due to the Lightning Complex Fire service disruptions north of Oakville on August 20th

or Route 10 turning around in St Helena from September 27th to 30th due to the closure of SR 29 due to the Glass Fire.

The worst performing route is Route 21 and this is driven by 1) the Napa Valley College stop not being used, unless requested, when in-person classes were suspended and 2) an issue where the drivers leaving the Suisun Train station early which NVTa staff is working with TransDev to address.

Table 8: On-Time Performance for FY 20/21 (First Quarter)

	On-Time	Late	Early
Route 10	69.5%	12.8%	17.7%
Route 11	66.2%	18.4%	15.4%
Route 21	46.5%	13.1%	40.4%
Route 29	79.4%	9.7%	10.9%
Average	65.4%	13.5%	21.1%

ALTERNATIVES

N/A

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income or ability

Goal 2: Improve system safety in order to support all modes and serve all users

Transit service continues to provide essential transportation for access to services and employment. Additional steps are being taken to improve safety for passengers and staff.

ATTACHMENTS

None



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Amendment No. 12 to the Napa Valley Transportation Authority Joint Powers Authority (JPA)

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board accept the proposed revisions to the NVTA JPA and direct staff to circulate the revisions to its member jurisdictions for approval by their respective city/town councils and the Napa County Board of Supervisors.

EXECUTIVE SUMMARY

NVTA has been exploring the use of alternative financing mechanisms to fund the new Vine Transit Maintenance Facility and other large scale capital projects. Although the agency's Joint Powers Agreement allows NVTA to incur debts, liabilities and obligations, the language is vague and legal counsel has determined that revisions are necessary to satisfy federal lending institutions' requirements associated with JPA membership.

Additionally, the monetary member contributions previously approved by the member agencies in 2018 have been memorialized in these proposed revisions as well as a few other minor changes. The proposed revisions in Attachment 1 are necessary to satisfy financing conditions to underwrite debt obligations and receive proceeds from federal financial institutions.

FISCAL IMPACT

There is no specific impact for this item. However, approval of Amendment No. 12 will satisfy requirements to obtain loans for the maintenance facility and potentially other large scale projects as well as memorialize the member contribution agreement.



November 18, 2020
NVTA Agenda Item 11.6
Continued From: New

Action Requested: APPROVE

NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov
SUBJECT: Amendment No. 12 to the Napa Valley Transportation Authority Joint Powers Authority (JPA)

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board consider the proposed revisions to the NVTA Joint Power Agreement (JPA) (Attachment 1) and direct staff to circulate these revisions to its member jurisdictions for approval by their respective city/town councils and the Napa County Board of Supervisors

COMMITTEE RECOMMENDATION

None

BACKGROUND

Since last summer, NVTA has been in discussions with Federal Transit Administration (FTA) Region IX, and the Build America Bureau (BAB) for a Transportation Innovation Finance and Innovation Act (TIFIA) federal loan. The new Vine Transit Maintenance Facility, which is fully designed and ready for construction bidding, qualifies for the BAB's Rural Project Initiative (RPI) which is aimed at helping improve transportation infrastructure in America's rural communities. Rates and terms are extremely attractive, currently at 0.80%, and NVTA can ask for many of the underwriting fees to be waived. The RPI has so far granted one project, which is a new maintenance yard for the Monterrey-Salinas Transit District. The BAB is also consider financing another maintenance facility in San Luis Obispo for. If successful, NVTA will be the third project awarded through the RPI.

FTA Region IX has expressed its eagerness on this project and NVTA staff are currently working on financial and legal due diligence. The BAB, FTA Region IX, and NVTA have

contracted with separate financial and oversight advisors as well as acquired special legal counsel specific for this project, demonstrating that all parties are supportive of providing the funding needed to complete the project. As part of the due diligence period, and in response to the BAB, NVTAs bond counsel and general counsel have recommended strengthening the JPA's language in the sections related to debt obligations.

Amendment No. 12 seeks is responding to BAB's concerns by clarifying the language in the JPA relating to federal debt obligations. The refinements will ensure that the JPA satisfies all federal underwriting requirements prior to funding the TIFIA loan.

The agreement to reinstate membership contributions are not reflected in the current JPA. In 2018, the City/Town Managers and County Executive Officer approved the membership contributions to NVTAs from their respective jurisdictions.

There are also a few minor "clean up" changes to the JPA in Amendment No. 12, including eliminating the Abandoned Vehicle Abatement Authority (AVAA) in Section 2.3. Funding for the AVAA program expired in 2016, and its renewal would require a two-thirds county-wide vote to approve a new fee program. Amendment No. 12 will eliminate this section in the JPA.

Attachment 2 provides the recommended changes to the NVTAs Joint Powers Agreement in connection with the TIFIA Loan from NVTAs legal counsel.

ALTERNATIVES

If the revisions are not approved, NVTAs would need to defer, delay, or cancel large projects if financing options are restricted, including the Vine Transit Maintenance Facility.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

Refinements to the JPA will provide assurances to financial institutions that the agency's structure is sound and assets are adequate to meet its debt obligations.

ATTACHMENT

- (1) Proposed Draft Amendment 12 to Joint Powers Agreement for the Napa Valley Transportation Authority
- (2) Legal Counsel Memorandum- Recommended Changes to NVTAs Joint Exercise of Powers Agreement in Connection with TIFIA Loan

**AMENDMENT NO. ~~11~~ 12
TO THE JOINT POWERS AGREEMENT
FOR THE
NAPA VALLEY TRANSPORTATION AUTHORITY**

(ALSO KNOWN AS NAPA COUNTY AGREEMENT NO. 3061; CITY OF NAPA AGREEMENT NO. 6147; CITY OF AMERICAN CANYON RESOLUTION NO. 92-33/AGREEMENT NO. 95-15; TOWN OF YOUNTVILLE RESOLUTION. NO. 868; CITY OF ST. HELENA RESOLUTION NO. 91-32; CITY OF CALISTOGA RESOLUTION NO. 91-19)

THIS AMENDMENT NO. ~~11~~ 12 TO THE JOINT POWERS AGREEMENT OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (the “Agreement”) is entered into as of the effective date determined under ~~(4)~~ Section 3, below, by and between the COUNTY OF NAPA, CITY OF AMERICAN CANYON, CITY OF NAPA, TOWN OF YOUNTVILLE, CITY OF ST. HELENA, and CITY OF CALISTOGA (“Member Jurisdictions”);

RECITALS

WHEREAS, the Napa Valley Transportation Authority (“NVTa”) is a joint powers agency created by the Member Jurisdictions to provide coordinated transportation planning and transportation services, among other duties, within the County of Napa; and

WHEREAS, the Member Jurisdictions desire to amend the Agreement to update its provisions, including but not limited to ~~changing the provisions regarding withdrawal of Member Jurisdictions and termination of the Joint Powers Agreement in order to reflect requirements for~~ clarifying certain provisions concerning bonding, debt, and other types of debt financing, updating the powers to be exercised by the NVTa, and to better reflect the duties and purpose of the agency providing for Member Jurisdiction membership fees and making other minor corrections:

TERMS

NOW, THEREFORE, THE MEMBER JURISDICTIONS agree as follows:

1. The foregoing Recitals are true and correct.
2. The terms of the Agreement are hereby amended to read in full as set forth in Attachment “A”, attached hereto and incorporated by reference herein.
3. ~~By approving Amendment No. 11 and authorizing execution thereof, each Member Jurisdiction hereby reconfirms its prior election to exempt Napa County from the~~

~~congestion management requirements of Chapter 2.6 of Division 1 of Title 7 of the California Government Code as permitted by Government Code section 65088.3.~~

~~4. The provisions of the Joint Powers Agreement related to withdrawal of a Member Jurisdiction or termination of the Joint Powers Agreement are hereby amended as reflected in Exhibit A attached hereto.~~

~~5. This~~ Amendment No. ~~11-12~~ and the attached provisions of Attachment "A" shall become effective on the date the documents have been ratified by all of the Member Jurisdictions. This Amendment may be signed in counterparts by the parties hereto and shall be valid and binding as if fully executed all on one copy.

IN WITNESS WHEREOF, this Amendment No. ~~11-12~~ to the Joint Powers Agreement creating the Napa Valley Transportation Authority was executed by the Member Jurisdictions through their duly-authorized representatives as noted below:

COUNTY OF NAPA

By: _____
ALFREDO PEDROZA, Chair
Napa County Board of Supervisors

Date: _____

ATTEST:
JOSE LOUIE VALDEZ
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
JEFFREY BRAX
Acting Napa County Counsel

By: _____

By: _____

CITY OF AMERICAN CANYON

By: _____
LEON GARCIA, Mayor

Date: _____

ATTEST:
~~SUELLEN JOHNSTON~~ CHERRI WALTON
American Canyon Interim City Clerk

APPROVED AS TO FORM:
WILLIAM D. ROSS
American Canyon City Attorney

By: _____

By: _____

CITY OF NAPA

By: _____
JILL TECHELSCOTT SEDGLEY, Mayor

Date: _____

ATTEST:
TIFFANY CARRANZADOROTHY ROBERTS
BARRETT
Napa City Clerk

APPROVED AS TO FORM:
MICHAEL W.
Napa City Attorney

By: _____

By: _____

TOWN OF YOUNTVILLE

By: _____
JOHN F. DUNBAR, Mayor

Date: _____

ATTEST:
MICHELLE DAHME
Yountville Town Clerk

APPROVED AS TO FORM:
MICHAEL COBDEGREGORY BELL
Yountville Town Attorney

By: _____

By: _____

CITY OF ST. HELENA

By: _____
ALAN GALBRAITHGEOFF ELLSWORTH, Mayor

Date: _____

ATTEST:
CINDY TZAFPOULOS
St. Helena City Clerk

APPROVED AS TO FORM:
THOMAS B. BROWNNETHAN WALSH
St. Helena City Attorney

By: _____

By: _____

CITY OF CALISTOGA

By: _____
CHRIS CANNING, Mayor

Date: _____

ATTEST:
~~KATHY FLAMSON~~ KENDALL GRANUCCI
KENYON
Calistoga City Clerk

APPROVED AS TO FORM:
MICHELLE
Calistoga City Attorney

By: _____

By: _____

DRAFT

ATTACHMENT “A”

NAPA VALLEY TRANSPORTATION AUTHORITY, A JOINT POWERS AGENCY JOINT EXERCISE OF POWERS AGREEMENT

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NAPA VALLEY TRANSPORTATION AUTHORITY, A JOINT POWERS AGENCY
JOINT EXERCISE OF POWERS AGREEMENT

SECTION 1. FORMATION

- 1.1 Creation and Name.** The County of Napa, the Cities of Napa, St. Helena, Calistoga, American Canyon, and the Town of Yountville (hereinafter referred to as "Member Jurisdictions"), pursuant to Article 2 of Chapter 5 of Division 7 of Title 1 (commencing with section 6500) of the California Government Code, do hereby form, establish and create a joint powers agency to be known as "Napa Valley Transportation Authority," hereinafter referred to as "NVTA" which shall constitute a public entity separate and distinct from the Member Jurisdictions, and the new name of which shall supersede and replace the prior name of the agency, the Napa County Transportation and Planning Agency ("NCTPA") and any other prior name by which the agency was known in the past, including Congestion Management Agency ("CMA").

SECTION 2. PURPOSE

- 2.1 General.** NVTA is formed to serve as the countywide transportation planning body for the incorporated and unincorporated areas within Napa County, and as an advisory body for countywide deliberations on land-use, demographics, economic development, community development, and environmental issues, which purposes shall include conducting in a coordinated and more simplified way countywide:
- (a) Transportation policy development and planning activities, including those relating to transit on both a short-term and long-term basis and within an intermodal policy framework; improving transit services; providing coordinated and more competitive input to the region's transportation planning and funding programs; and performing such other transportation related duties and responsibilities as the Member Jurisdictions may delegate to NVTA by this Agreement or amendment thereto; and
 - (b) Advisory deliberations on land-use, demographics, economic development, community development, and environmental issues. Any such deliberations may result in advisory recommendations only, and such recommendations shall not be binding on any Member Jurisdiction.
- 2.2 Chapter 2.6 Compliance Not Included in Purpose.** It is the intention of the Member Jurisdictions in executing the Agreement to exempt Napa County and the Member Jurisdictions from the requirements of Chapter 2.6 of Division 1 of Title 7 (commencing with Government Code section 65088) pertaining to congestion management planning, as permitted by Government Code section 65088.3. For

this reason, compliance with Chapter 2.6 shall not be deemed to be a purpose of NVTA.

- 2.3** ~~Intentionally omitted. Abandoned Vehicle Abatement Authority.~~ ~~The name of NVTA shall supersede and replace CMA and NCTPA as the service authority for the abatement of abandoned vehicles (AVAA) for Napa County and the Member Jurisdictions pursuant to Vehicle Code section 9250 et seq. and 22710 seq. All resolutions, authorizations, funds, imposition of service fees, and responsibilities of the CMA or NCTPA in its capacity as the service authority shall be deemed to be ratified and assumed by and remain thereafter as the resolutions, authorizations, funds, imposition of service fees, and responsibilities of NVTA as AVAA on and after the effective date of Amendment No. 4 of the Agreement until such time as modified or terminated by the NVTA Board.~~
- 2.4** **Preparation of County Transportation Plan.** The purposes of NVTA shall include delegation by the County of Napa to NVTA of the County's authority under Government Code section 66531 to prepare and submit to the Metropolitan Transportation Commission (MTC) a county transportation plan for the incorporated and unincorporated territory of Napa County which shall include consideration of the planning factors included in Section 134 of the federal Intermodal Surface Transportation Efficiency Act of 1991, as such may be amended from time to time.
- 2.5** **Exercise of Common and Additional Powers.** The purposes of NVTA shall include establishment of NVTA as an independent joint powers entity to enable the Member Jurisdictions not only to exercise jointly the common powers of the Member Jurisdictions set forth in Section 2.1 but also to exercise such additional powers as are conferred by Section 5 of this Agreement or by the Government Code upon all joint powers agencies.

SECTION 3. ASSUMPTION OF CMA AND NCTPA CONTRACTS

- 3.1** **Assumption of CMA and NCTPA Contracts.** All contracts entered into by the agency in the name of CMA or in the name of NCTPA, which ~~are~~ were in effect as of ~~the effective date of Amendment No. 10 of this Agreement~~, February 17, 2016 shall be assigned to and assumed in the name of NVTA on and after that date and all references therein to "CMA," "Congestion Management Agency," "Napa County Congestion Management Agency," "NCTPA," or "Napa County Transportation and Planning Authority" shall be deemed to refer to NVTA.
- 3.2** **Delegation of Contract Responsibilities of CMA Manager or NCTPA Manager.** All references in any CMA or NCTPA contracts assumed by NVTA under Section 3.1 delegating contract responsibilities to the CMA Manager or to the NCTPA Manager shall be deemed to refer, on and after February 17, 2016 ~~the effective~~

dates respectively of Amendment No. 4 of the Agreement and Amendment No. 10 of the Agreement, to the Executive Director of NVTa.

SECTION 4. ORGANIZATION

4.1 Composition. NVTa shall be composed of the Member Jurisdictions, to-wit: the County of Napa, the Cities of American Canyon, Napa, St. Helena, and Calistoga, and the Town of Yountville.

4.2 Principal Office. The principal office of NVTa shall be established by resolution of the NVTa Board.

4.3 Governing Board. The powers of NVTa shall be vested in its governing board (hereinafter referred to as "NVTa Board").

4.3.1 Appointment, Replacement and Voting Power of NVTa Board Members ("Members").

(a) **Voting Members.** Each voting Member of the NVTa Board shall be an elected official of the governing board of the appointing Member Jurisdiction. One voting Member from each appointing Member Jurisdiction which is a city or town shall be that Member Jurisdiction's mayor. Any elected official serving as the Napa County representative to the Metropolitan Transportation Commission shall be one of the voting ~~Member's~~ Members appointed by that Member Jurisdiction. Members shall continue to serve as such until they cease to hold their elected positions, are removed in the sole discretion of their respective Member Jurisdiction, resign or are otherwise removed from or disqualified from holding their elected positions as a matter of law or by judgment of a court of competent jurisdiction.

(b) **Non-Voting Member Representing the PCC.** The non-voting Member appointed by NVTa Board upon nomination by the Paratransit Coordinating Council (PCC) shall also be a member or alternate member of the PCC, selected by and serving at the pleasure of the PCC.

(c) **Vacancies.** Except for a vacancy in the non-voting position appointed by the NVTa Board under subsection ~~(c)~~(b), vacancies on the NVTa Board shall be filled, to the extent practicable, by the respective Member Jurisdictions within sixty (60) days of the occurrence thereof. NVTa and the NVTa Board shall be entitled to rely upon written notice from the clerk of the governing board of the Member Jurisdiction as conclusive evidence of the appointment and removal of all Members and their alternates.

(d) **Composition of Members.** The composition of the Members of the NVRTA Board shall be as follows:

<u>Appointing Entity</u>	<u>Number of Members</u>
City of American Canyon	2
City of Calistoga	2
City of Napa	2
City of St. Helena	2
Town of Yountville	2
County of Napa	2
NVRTA Board (nominated by Paratransit Coordinating Council)	1

(e) **Voting Power of Members.** The voting power of the Members of the NVRTA Board shall be as follows:

(1) On all matters concerning powers under Section 5.2 subsections (a) through (q), inclusive:

<u>Appointing Entity</u>	<u>Voting Power</u>
City of American Canyon	4 (each Member has two votes)
City of Calistoga	2 (each Member has one vote)
City of Napa	10 (each Member has five votes)
City of St. Helena	2 (each Member has one vote)
Town of Yountville	2 (each Member has one vote)
County of Napa	4 (each Member has 2 votes)
NVRTA Board (nominated by Paratransit Coordinating Council)	0 (non-voting)

(2) On all matters concerning powers under Section 5.2 subsection (r), each voting Member shall have one vote.

(f) **Alternate Members.** Each Member Jurisdiction may, in its discretion, appoint alternate(s) for its Members of the NVTB Board. An alternate shall be an elected official of the governing board of the appointing Member Jurisdiction. Any appointed alternate Members may attend in place of that jurisdiction's Member and participate in discussions of the NVTB Board in the same manner as the Members, but an alternate of a voting Member shall vote only when the Member for whom he or she is an alternate is physically absent or cannot vote due to a conflict of interest.

4.3.2 Compensation. No compensation shall be received by any Member of the NVTB Board unless expressly authorized by unanimous resolution of all of the voting Members of the NVTB Board.

4.4 Advisory Committees.

4.4.1 Technical Advisory Committee (TAC). A single Technical Advisory Committee (TAC) shall be appointed by the NVTB Board to advise the NVTB Board regarding transit and roadway issues, including planning, project, and policy aspects. The TAC members shall include the Executive Director of NVTB, serving ex-officio; a member nominated by the PCC and appointed by the NVTB Board; and two members and two alternate members from the technical staffs of each of the Member Jurisdictions, serving ex-officio as designated by the chief administrative officers of the respective Member Jurisdictions.

4.4.2 Active Transportation Advisory Committee. The Active Transportation Advisory Committee (ATAC) shall be appointed by and serve in an advisory capacity to the NVTB Board on matters of bicycling and pedestrian issues. By-laws and amendments thereto for the ATAC shall be approved by the NVTB Board.

4.4.3 Paratransit Coordinating Council (PCC). The Paratransit Coordinating Council (PCC) shall be an advisory committee to the NVTB Board and serve as the social services transportation advisory council for Napa County provided for under Public Utilities Code section 99238. The PCC shall serve as the primary means of advice to the NVTB Board regarding, and representation of, the special transportation interests of the disabled and elderly, in order to carry out the intent of the State Legislature expressed in Public Utilities Code section 99238(d) to avoid duplicative transit advisory councils whenever possible. By-laws and amendments thereto for the PCC shall be approved by the NVTB Board.

4.4.4 Other Advisory Committees. The NVTB Board may create such other advisory committees, both ad-hoc and standing, as it sees fit.

4.4.5 Compliance with Maddy Act. When appointing members to the committees the NVTB Board shall comply with the provisions of the Maddy Local Appointive List Act of 1975, Government Code section 54970 et seq., as such has been and may be amended from time to time.

4.4.6 Compliance with Brown Act. Except for ad hoc committees, all advisory committees created pursuant to this Section 4.4 shall be subject to the requirements of the Ralph M. Brown Act, Government Code section 54950 et seq.

SECTION 5. POWERS

5.1 General. NVTB shall have all powers necessary to carry out the purpose of this Agreement. Such powers shall be subject only to the limitations set forth in this Agreement, applicable laws and regulations, and such restrictions upon the manner of exercising such powers as are imposed by law upon the County of Napa in the exercise of similar powers except where specifically authorized otherwise by the Joint Exercise of Powers Act, Government Code section 6500 et seq.

5.2 Approved Powers. The powers of NVTB specifically include but are not limited to the following:

(a) To sue and be sued in its own name;

(b) To incur debts, liabilities and obligations;

(c) To employ agents, employees and to contract with third parties for goods and services, including but not limited to the services of engineers, planners, attorneys, accountants, fiscal agents (including auditors, controllers, and treasurers), and providers of transit services;

(d) To acquire, improve, hold, lease and dispose of real and personal property of all types;

(e) To undertake the acquisition of real property through the exercise of eminent domain in furtherance of transportation and transit related projects in accordance with State and Federal laws;

(f) To enact an ordinance for the purpose of adopting the California Uniform Construction Cost Accounting Act procedures and establishing an alternative method of procuring small construction contracts pursuant to California Public Contracts Code sections 22000, *et seq*, as amended from time to time.

- (g)** To make and enter into any contracts with any of the Member Jurisdictions for goods, services, equipment, or real property;
- (h)** To assume contracts made by any Member Jurisdiction or made pursuant to joint powers agreement between any of the Member Jurisdictions;
- (i)** To apply for and accept grants, donations, advances and contributions;
- (j)** To make plans and conduct studies;
- (k)** To coordinate efforts with local, regional, state and federal agencies having jurisdiction over matters pertaining to transportation (including roads) and transit;
- (l)** To engage in all activities necessary for NVTa to act as the Abandoned Vehicle Abatement Authority for Napa County;
- (m)** To operate, directly or by contract with any person or entity including any Member Jurisdiction, any transit and paratransit services within Napa County in whole or in part and, if so, to submit any corresponding claims for funds or reimbursement under the Transportation Development Act (TDA), Section 29530 et seq. of the Government Code, as such may be amended from time to time;
- (n)** To act as the overall program manager within Napa County for the purpose of receiving and reallocating the county's proportionate share of vehicle registration fees collected by the Bay Area Air Quality Management District (BAAQMD) under AB 434 (Chapter 807, Statutes of 1991, set forth in Health and Safety Code section 44241 et seq.);
- (o)** To act as, exercise the powers conferred upon, and fulfill the responsibilities of the Consolidated Transportation Service Agency (CTSA) for Napa County as that term is defined in Public Utilities Code section 99204.5 as amended from time to time, if and when appointed as CTSA by the MTC, such appointment being deemed to supersede the appointment of the County of Napa as CTSA;
- (p)** To invest any funds in the treasury of NVTa that are not required for the immediate necessities of NVTa in such manner as the NVTa Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601, except where otherwise restricted for particular funds by conditions imposed by the person or agency which is the source of those funds;
- (q)** To apply for, expend and allocate all funds related to Transportation Development Act Article Three purposes, as set forth in Public Utilities Code section 99234, *et seq.*, as amended from time to time.

(r) To act as a countywide advisory deliberative body on issues of land-use, demographics, economic development, community development, and environmental issues. Any such deliberations may result in advisory recommendations only, and such recommendations shall not be binding on any Member Jurisdiction.

(s) To design, construct and operate buildings and facilities of any kind, including, without limitation, transit facilities.

SECTION 6. PERSONNEL AND ADMINISTRATION

6.1 Employees. NVTA may appoint, retain and compensate as a charge against the funds of NVTA, employees, whether temporary, probationary, limited term or permanent and/or may contract with any person or entity, including a Member Jurisdiction, for the furnishing of any services, including but not limited to legal, financial, accounting, data processing, secretarial, purchasing, and personnel services, which are necessary to fulfill the powers, duties and responsibilities of NVTA under this Agreement or as necessary to comply with the laws applicable to joint powers agencies within the State of California, including but not limited to the services described in Sections 6.2 through 6.4, below. Where such services are provided by employees of a Member Jurisdiction by contract between such Member Jurisdiction and NVTA or pursuant to Section 6.3 or 6.4 of this Agreement, NVTA and the employing Member Jurisdiction hereby expressly waive any conflict of interest or incompatibility of employment created thereby.

6.2 Executive Director.

6.2.1 General. NVTA shall hire or contract for the provision of the services of an Executive Director to serve as the chief administrative officer of NVTA, performing management and other duties which shall be described in a job description/scope of services approved by resolution of the NVTA Board.

6.2.2 Filings with Secretary of State. In addition to any other duties assigned to the Executive Director or otherwise required by law, the Executive Director is hereby authorized to and shall be responsible for filing on behalf of NVTA and the NVTA Board all notices required by Government Code sections 6503.5 and 53051.

6.3 Treasurer.

6.3.1 General. The Napa County Treasurer-Tax Collector shall serve as the NVTA Treasurer and in that capacity shall be the depository and have custody of the funds of NVTA, from whatever source, and shall perform the functions described in Government Code section 6505.5 (a) through (e). Notwithstanding the foregoing, the NVTA Board may retain a certified public

accountant to serve as NVTA Treasurer in lieu of the Napa County Treasurer-Tax Collector.

6.3.2 Bond. The NVTA Treasurer shall post an official bond in an amount to be fixed by the NVTA Board. The cost of such bond shall be a charge against NVTA funds, except that if the NVTA Treasurer is the Napa County Treasurer-Tax Collector, the cost of the bond to be borne by NVTA shall be that amount which is in excess of the cost of the official bond posted by the Napa County Treasurer-Tax Collector for functions unrelated to NVTA.

6.3.3 Compensation. Pursuant to ~~Section~~ Government Code section 6505.5, the Napa County Board of Supervisors shall determine the charges to be made against NVTA for the services performed by the Napa County Treasurer-Tax Collector for NVTA which shall be a charge against NVTA funds. If the NVTA Board retains a certified public accountant to be NVTA Treasurer, the compensation of the NVTA Treasurer shall be determined by the NVTA Board and shall be a charge against NVTA funds.

6.4 Auditor-Controller.

6.4.1 General. The Napa County Auditor-Controller shall serve as the auditor-controller of NVTA and shall be responsible for drawing warrants to pay demands against NVTA when the demands have been approved by the NVTA Board or, upon delegation by the NVTA Board, by the Executive Director, or designee when acting as purchasing agent for NVTA.

6.4.2 Custodian of Property; Bond. With the exception of NVTA funds which shall be in the custody of the NVTA Treasurer, the Napa County Auditor-Controller shall, acting as NVTA Auditor-Controller, be the public officer designated pursuant to Government Code section 6505.1 to have charge of, handle, have access to, and maintain inventory any property of NVTA and shall post an official bond in an amount to be fixed by the NVTA Board. The cost of such bond, to the extent in excess of the cost of the official bond posted by the Napa County Auditor-Controller in connection with functions unrelated to NVTA, shall be a charge against NVTA funds.

6.4.3 Compensation. Pursuant to Government Code section 6505.5, the Napa County Board of Supervisors shall determine the charges to be made against the NVTA for the services performed by the Napa County Auditor-Controller for NVTA, which shall constitute a charge against the funds of NVTA.

SECTION 7. DUTIES AND RESPONSIBILITIES

- 7.1 ~~Limitations. The authority of NVTa shall be limited to those powers enumerated in Section 5 or as otherwise provided for herein. Intentionally omitted.~~
- 7.2 **Coordination of Transportation Systems.** NVTa shall facilitate the coordination of transportation systems operated by or on behalf of the Member Jurisdictions with Napa County and adjacent counties.
- 7.3 **Coordination of Transportation and Land Use Management.** NVTa shall develop and implement programs and policies for the coordination of transportation and related land use management by the Member Jurisdictions. Such programs may include, but shall not be limited to, providing analysis of the impacts of land use decisions by the Member Jurisdictions on regional transportation systems and the costs associated with mitigating those impacts. In carrying out this responsibility, NVTa shall review and comment on all discretionary projects related to transportation under consideration by any of the Member Jurisdictions and may review and comment on such discretionary projects under consideration by any other public entity which are submitted to NVTa for review and comment.
- 7.4 **Countywide Transportation Plans.** NVTa shall develop, adopt, implement, update as necessary, and submit to MTC a county transportation plan under Government Code section 66531 for the incorporated and unincorporated territory of Napa County which shall include consideration of the planning factors included in Section 134 of the federal Intermodal Surface Transportation Efficiency Act of 1991, as such may be amended from time to time.
- 7.5 **Submission of Funding Applications and Claims.** NVTa may submit applications and funding claims for transportation related purposes to local government, MTC, the State of California, the Federal Government and other entities supporting transportation.
- 7.6 **Intermodal Policies and Programs.** NVTa may consider and adopt policies and programs for all modes of transportation including but not limited to, transit, paratransit, streets and roads, bicycle and pedestrian facilities, airports, marinas, harbors, and railroads.
- 7.7 **Transportation Development Act (TDA) Claims for Transit and Paratransit Services.** If NVTa operates directly or by contract with any person or entity including any Member Jurisdiction the operation of any transit and paratransit services within Napa County in whole or in part, NVTa shall be deemed authorized by this Agreement to submit any corresponding claims for funds or reimbursement under the Transportation Development Act (TDA), Section 29530 et seq. of the Government Code, as such may be amended from time to time.

- 7.8 **Consolidated Transit Services Agency.** If, in the future and with the consent of all of the Member Jurisdictions and MTC, NVTa is appointed in place of the Napa County Board of Supervisors as the consolidated transportation service agency (CTSA) for Napa County as that term is defined in Public Utilities Code section 99204.5, as such may be amended from time to time, then and only then may NVTa make claims pursuant to the procedure set forth in Article 7 of Chapter 3 of Title 21 of the California Code of Regulations, commencing with 6680.
- 7.9 **Overall Program Manager (AB 434).** NVTa shall act as the overall program manager within Napa County for the purpose of receiving and reallocating the county's proportionate share of vehicle registration fees collected by the Bay Area Air Quality Management District (BAAQMD) under AB 434 (Chapter 807, Statutes of 1991, set forth in Health and Safety Code section 44241 et seq.).
- 7.10 **Deliberative Body.** NVTa shall act as the countywide deliberative body for discussions of inter-jurisdictional issues relating to land use, infrastructure, the economy and economic development, community development, and environmental issues. No subject may be deliberated unless a majority of votes, as determined by Section 4.3.1 ~~(f)~~ (e) (2) of this Agreement, of the Board has approved such deliberations. The NVTa may adopt decisions on such matters, but its decisions shall constitute recommendations to the Member Jurisdictions only, and shall have no binding effect. Final decision making on all matters affecting Member Jurisdictions shall remain with the governing body of each Member, except as provided by Sections 5.2 (a) through (p) inclusive, of this Joint Powers Agreement, state or federal law, and applicable regulations.
- 7.11 **Other Duties and Responsibilities.** NVTa shall carry out such other duties and responsibilities as the Member Jurisdictions, by unanimous approval expressed through amendment of this Agreement or resolutions of their respective governing boards, may delegate to NVTa.

SECTION 8. FINANCE

- 8.1 **Fiscal Year.** The fiscal year for NVTa shall begin on July 1 and end on June 30.
- 8.2 **Budget.** A budget for NVTa shall be adopted by the NVTa Board for each fiscal year prior to June 30 of the preceding fiscal year. The budget shall include sufficient detail to constitute an operating guideline. It shall also include the anticipated sources of funds and the anticipated expenditures to be made for the operations of NVTa. Approval of the budget by the NVTa Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds on hand as determined by the NVTa Auditor-Controller and subject to the constraints imposed upon general law counties pertaining to execution of contracts by purchasing agents. Nothing

in this Section 8.2 shall be construed to limit the power of the NVTB Board to modify the budget in whatever manner it deems appropriate and to instruct the Executive Director accordingly.

8.3 **Revenues.**

8.3.1 General Membership Fees.— The Member Jurisdictions shall pay to NVTB an annual membership fee (the “Membership Fee”) based on (a) the relative populations of the Member Jurisdictions and (b) the relative number of road miles served by NVTB in each Member Jurisdiction. The Membership Fee shall be due and payable on or before **June 30 of the current in each** fiscal year. The fees for fiscal year 2021-2022 are shown in the chart below. NVTB shall adjust the Membership Fees based on changes to the Bay Area Consumer Price Index every two years concurrently with NVTB’s biennial budget cycle, provided that the total Membership Fees assessed to the Member Jurisdictions shall not be reduced below \$250,000 until all bonds or other instruments of indebtedness issued or entered into by NVTB, if any, have been paid in full.

<u>Member Jurisdiction</u>	<u>Membership Fee (FY 2021-2022)</u>	<u>Weighted Average</u>
<u>City of Napa</u>	<u>\$109,480</u>	<u>43.79%</u>
<u>Napa County</u>	<u>\$91,841</u>	<u>36.74%</u>
<u>City of American Canyon</u>	<u>\$27,820</u>	<u>11.13%</u>
<u>Town of Yountville</u>	<u>\$3,905</u>	<u>1.56%</u>
<u>City of St. Helena</u>	<u>\$9,666</u>	<u>3.87%</u>
<u>City of Calistoga</u>	<u>\$7,288</u>	<u>2.92%</u>
<u>Total</u>	<u>\$250,000</u>	<u>100%</u>

~~Unless otherwise agreed by the Member Jurisdictions by amendment of this Agreement, the total expenditures in the annual planning budget shall be paid for with revenues derived from funds paid directly to NVTB by persons or entities, public or private, other than the Member Jurisdictions and from contributions from the Member Jurisdictions (in money or, upon approval by the NVTB Board, in kind) based on the relative populations of the Member Jurisdictions. In determining said population ratios the latest population statistics by the State Department of Finance shall be used.~~

8.3.2 Approval Required for Changes to Membership Fee Apportionment~~Member Jurisdiction Contributions.~~ No change shall be made to the apportionment of Membership Fees among the Member Jurisdictions (as set forth in the “Weighted Average” column of the Membership Fee chart shown in Section 8.3.1, above) ~~Notwithstanding the foregoing, no Member Jurisdiction shall be required to expend any of its~~

~~general fund monies to support the operations of NVTa in any fiscal year unless such expenditure change in apportionment has been first approved by the legislative body/bodies of all of the Member Jurisdiction.~~

8.3.3 Transportation Funds. In order to carry out the transportation duties and responsibilities of this Agreement, NVTa shall be empowered to claim all TDA funds under Articles 4, 4.5 and/or 8 of Chapter 4 of the Public Utilities Code apportioned within Napa County by the Metropolitan Transportation Commission. All TDA funds will be used for purposes allowed under TDA regulations with the exception of those funds for streets and roads, Section 99400(a) of the Public Utilities Code. All TDA funds claimed by NVTa shall be used at the sole discretion of the NVTa Board of Directors only for transportation, transit, paratransit services, and related capital improvements and payment of related debt obligations. TDA funds apportioned or allocated under Section 99233.3 are not subject to this agreement. Member Jurisdictions endorse a single apportionment by MTC under Sections 99233.8 and 99233.9 of the Public Utilities Code to the NVTa on behalf of the jurisdictions of Napa County. If apportionment under Sections 99233.8 and 99233.9 of the Public Utilities Code are made to any Member Jurisdiction, the NVTa is authorized to claim all such apportionments for transit purposes without further action by the Member Jurisdiction. Funds available pursuant to Section 99313.6, excluding funds apportioned or allocated under Section 99314.3, shall be claimed solely by the NVTa for transit purposes. No Member Jurisdiction shall claim funds apportioned or allocated under Section 99313.6, excluding funds apportioned or allocated under Section 99314.3.

8.3.4 Standards For Use of TDA Funds. Every two years, the NVTa will prepare and adopt a Short Range Transit Plan ("SRTP"). As warranted, at the discretion of the NVTa Board, the SRTP may be updated annually. The NVTa Board will adopt the SRTP and any updated SRTP. The SRTP shall provide the basis for evaluating what services are necessary and where services will be provided.

8.4 Accountability.

8.4.1 Accountable to Member Jurisdictions. NVTa shall be strictly accountable to the Member Jurisdictions for all receipts and disbursements of NVTa.

8.4.2 Limitation on Expenditures. ~~NVTa may not obligate itself beyond the monies due to NVTa under this Agreement plus any monies on hand or irrevocably pledged to its support from other sources.~~

8.4.3 Annual Financial Audit. The NVTA Board shall cause an annual financial audit to be prepared and filed to the extent required by Government Code section 6505.

8.5 Debts, Liabilities and Obligations.

8.5.1 General.

(a) Obligation and Assignment of Debt. The debts, liabilities, and obligations of NVTA shall be solely the obligation of NVTA and not the debts, liabilities, and obligations of the Member Jurisdictions or their respective officers or employees. However, nothing in this Agreement shall prevent any Member Jurisdiction from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of NVTA, provided that both the NVTA Board and that Member Jurisdiction give prior approval of such contract or assumption.

(b) Advance Notice of Debts. NVTA will provide notice to the NVTA Board of Directors at their next regular or special meeting prior to submission of a formal application for long term debt where debt payments are expected to exceed one year. This notice provision shall not apply to applications for or extensions to lines of credit.

8.5.2 Liability.

(a) Primary Liability. If liability is imposed upon NVTA by a court of competent jurisdiction by reason of negligent or willful acts or omissions of NVTA or any of its officers, employees, agents, volunteers, or contractors, any resulting monetary judgment against NVTA shall be paid first from the discretionary funds of NVTA or, if the liability arose from the actions of a contractor, contribution shall be sought from the contractor.

(b) Insurance. To comply with subsection (a), above, NVTA shall obtain and maintain in force during the life of this Agreement insurance for errors and omissions, general liability, and vehicle liability in amounts deemed by the NVTA Board to be sufficient to fully cover NVTA, its officers, employees, board members, and agents, and the Member Jurisdictions for any reasonably foreseeable losses. Where services are provided by contract to NVTA, the contract shall require the contractor to obtain insurance sufficient to hold NVTA and the Member Jurisdictions harmless and indemnify them against any claims for liability arising from the provision of the services. The cost of such coverage, whether obtained directly by NVTA or as any increased in the contract price for services obtained under contract, shall be a charge against NVTA funds.

~~(c) **Contribution by Member Jurisdictions.** If NVTA funds or insurance coverage are insufficient, or if any Member Jurisdiction is sued and found liable for a negligent or willful act or omission of NVTA or any of its officers, employees, agents, volunteers, or contractors and NVTA funds or contractor contribution are insufficient to pay the judgment or to reimburse the sued Member Jurisdiction for paying the judgment, the Member Jurisdictions shall be responsible for the liability for purposes of contribution under Government Code section 895.4 in proportion to the voting power of each Member Jurisdiction on the NVTA Board.~~

SECTION 9. RULES OF CONDUCT

- 9.1 **Bylaws.** The NVTA Board may from time to time adopt bylaws for the conduct of the affairs of NVTA and the NVTA Board, provided such Rules of Conduct are not inconsistent with this Agreement.
- 9.2 **Quorum.** A majority of the voting power and seven (7) of the twelve (12) voting members (or their alternates) of the NVTA Board shall constitute a quorum for the transaction of business at any meeting of the NVTA Board. Notwithstanding the foregoing, if a quorum is present at the commencement of the meeting, the affirmative vote of a majority of the voting power of the NVTA Board shall constitute the act of the NVTA Board even if, at the time of such vote, less than seven voting members (or their alternates) are present.
- 9.3 **Adjournment of Meetings.** Any meeting of the NVTA Board, whether or not a quorum is present, may be adjourned by a vote of the majority of the voting members (or their alternates) present or, if no voting members or their alternates are present, may be adjourned by the person appointed to serve as Clerk or Secretary of the NVTA Board.
- 9.4 **Brown Act.** All meetings of the NVTA Board shall comply with the requirements of the Ralph M. Brown Act (Government Code section 54950 et seq.).

SECTION 10. NOTICES

- 10.1 **Method.** All notices which any Member Jurisdiction or NVTA may wish to give in connection with this Agreement shall be in writing and served by personal delivery during business hours at the principal office of the Member Jurisdiction or NVTA to an officer or person apparently in charge of that office, or by deposit in the United States mail, postage prepaid, and addressed to the Member Jurisdiction or NVTA at its principal office or to such other address as the Member Jurisdiction or NVTA may designate from time to time by written notice to NVTA and each of the parties. Service of notice shall be deemed complete on the day of personal delivery (or 24 hours after such delivery for notice of special meetings) or three (3) days after mailing if deposited in the United States mail.

10.2 Addresses for Notice. Until changed by written notice to NVTa and the Member Jurisdictions, notices under this Agreement shall be delivered to the following addresses:

NVTa: Executive Director
Napa Valley Transportation Authority
625 Burnell Street
Napa, California 94559-3420

COUNTY OF NAPA: Clerk of the Board of Supervisors
County Administration Building
1195 Third Street, Room 310
Napa, California 94559

CITY OF AMERICAN CANYON: American Canyon City Clerk
4381 Broadway Street, Suite 201
American Canyon, California 94503

CITY OF NAPA: Napa City Clerk
955 School Street
Napa, California 94559

TOWN OF YOUNTVILLE: Yountville Town Clerk
6550 Yount Street
Yountville, California 94599

CITY OF ST. HELENA: St. Helena City Clerk
1480 Main Street
St. Helena, California 94574

CITY OF CALISTOGA: Calistoga City Clerk
1232 Washington Street
Calistoga, California 94515

SECTION 11. ASSIGNMENT, WITHDRAWAL AND TERMINATION

11.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Member Jurisdictions, except that no Member Jurisdiction shall assign any of its rights under this Agreement except to a duly-formed public entity organized and existing under the laws of the State of California and then only when approved by amendment of this Agreement.

11.2 Withdrawal. A Member Jurisdiction may withdraw from NVTa without the consent of the other Member Jurisdictions by giving no less than ninety (90) days prior

written notice to the NVTB Board. A Member Jurisdiction may withdraw from NVTB at any time with the written consent of all of the other Member Jurisdictions contained in an amendment of this Agreement. A Member Jurisdiction electing to withdraw prior to termination of the Agreement pursuant to Section 11.3 shall not be entitled to share in the distribution of assets provided for in Section 11.3. This provision shall not be effective and no Member Jurisdiction may withdraw from NVTB until all bonds or other instruments of indebtedness issued or entered into by NVTB, if any, have been paid in full.

11.3 Termination. The Agreement shall continue in effect until terminated. The Agreement may be terminated at any time and NVTB dissolved with the written consent of the majority of the then-existing Member Jurisdictions representing a majority of the votes on the NVTB Board. Such consent shall be expressed in duly-authorized resolutions of the Member Jurisdictions. This provision shall not be effective so long as any bonds or other indebtedness of NVTB are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds or other indebtedness and the documentation relating thereto.

11.4 Disposition of Assets. In the event of termination of the Agreement and dissolution of NVTB, any remaining assets of NVTB shall be sold or, if sale is prohibited under the terms of original acquisition, returned to or otherwise disposed of at the direction of the party or persons from whom they were obtained. After all liabilities, encumbrances and liens have been paid, the proceeds of such sales shall be allocated proportionately to the Member Jurisdictions based upon their respective populations as determined by the latest California State Department of Finance population figures. Notwithstanding the foregoing, in accordance with Government Code section 6512, any funds remaining at the time of termination which were contributed by the Member Jurisdictions shall be returned to the Member Jurisdictions in proportion to the contributions made.

SECTION 12. AMENDMENTS

12.1 Method of Amendment. Amendments to this Agreement shall be made only with the written consent of all then-existing Member Jurisdictions without regard to voting power on the NVTB Board. So long as any bonds or other indebtedness of NVTB are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds or other indebtedness and the documentation relating thereto, this Joint Powers Agreement shall not be amended, modified or otherwise revised, changed or rescinded, unless the NVTB and Member Jurisdictions have first complied with (i) the procedures required to amend any indenture for existing Bonds, or (ii) the terms of other indebtedness, as applicable.

SECTION 13. WAIVER

- 13.1 Limitation.** Waiver by any Member Jurisdiction of breach of any provision of this Agreement shall not constitute a waiver of any other breach of such provision or of any other provision of this Agreement, nor shall failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 14. SEVERABILITY

- 14.1 General.** Should any part, term or provision of this Agreement be decided by a final judgment of a court of competent jurisdiction to be illegal or in conflict with any State or federal law or regulation or any applicable local ordinance or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms and provisions shall not be affected.

SECTION 15. SECTION HEADINGS

- 15.1 Effect.** All section numbers and headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 16. APPLICABLE LAW AND VENUE

- 16.1 Applicable Law.** The rights, obligations, duties and liabilities of NVTa and of the Member Jurisdictions under this Agreement shall be interpreted in accordance with and governed by the law of the State of California.
- 16.2 Venue for Disputes.** Venue for any action filed by any Member Jurisdiction under state law to enforce this Agreement or any provision thereof shall be in the courts of Napa County. Venue for any action filed by any Member Jurisdiction under federal law or as a federal action shall be in the federal courts for the Northern District of California.

SECTION 17. NO RIGHTS CREATED IN THIRD PARTIES

- 17.1 No Rights for Third Parties.** The parties to this Agreement hereby expressly agree that it is not the intent of the parties to create, and this Agreement shall not be deemed or construed to create any third party beneficiaries or otherwise inure to the benefit of any third parties.

SECTION 18. ENTIRE AGREEMENT

- 18.1 Integrated Agreement.** The terms and provisions of this Agreement constitute the full and entire agreement between the Member Jurisdictions with respect to the matters covered herein. This Agreement supersedes any and all other

communications, representations, proposals, understandings or agreements, either written or oral, between the Member Jurisdictions with respect to such subject matter, including any prior agreement or amendment thereto relating to the CMA.

DRAFT

Memorandum

To: Board of Directors, Napa Valley Transportation Authority

From: DeeAnne Gillick and Paul Chrisman – Sloan Sakai Yeung & Wong

Date: November 11, 2020

Re: *Recommended Changes to NVRTA Joint Exercise of Powers Agreement in connection with TIFIA Loan*

The draft 12th Amendment of the NVRTA Joint Exercise of Powers Agreement presented to the Board at this meeting includes several changes necessary for the proposed TIFIA loan, as well as certain other recommended changes and corrections. The following is a discussion of the proposed changes and corrections to the NVRTA Joint Exercise of Powers Agreement:

Section 2.3 (Abandoned Vehicle Abatement Authority): Section 2.3 states that one of the purposes of NVRTA is to act as the Abandoned Vehicle Abatement Authority for Napa County. The source of revenues, a \$1 DMV fee assessed for every vehicle in Napa County, expired and the jurisdictions collectively agreed to not to seek approval for its renewal from Napa County voters. Since the funds have expired, there is no longer a need for an Abandoned Vehicle Abatement Authority. Therefore, we recommend the deletion of this section as an update to the JPA Agreement although it is not necessary for the TIFIA loan.

Section 5.2(s): Section 5.2 sets forth the approved powers of NVRTA. It is recommended that section (m) is added to specifically authorize NVRTA to design, construct and operate buildings and facilities, including transit facilities. This type of power is inferred from the specified powers in the existing Agreement; however, as other edits are requested for purposes of the TIFIA loan it is recommended that this language is added to clearly set forth NVRTA's power to construction the facilities which would be the subject of the TIFIA loan.

Section 7.1 (Limitations): The current language of Section 7.1 states that, "the authority of NVRTA shall be limited to those powers enumerated in Section 5 or as otherwise provided for herein." We recommend that this section be deleted in its entirety since it contradicts the language of Sections 5.1 and 5.2 which state that the powers specifically enumerated in the JPA Agreement are not intended as a limitation on NVRTA's powers. Moreover, the language of Section 7.1 could be interpreted as a limitation on NVRTA's power to issue bonds and incur other debt under the Marks-Roos Local Bond Pooling Act of 1985 (Government code Section 6584 *et seq.*). We recommend the deletion of this section in order to clarify an ambiguity in the current

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November 11, 2020
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language of the JPA Agreement. In addition, we view this change as necessary for the TIFIA loan.

Sections 8.3.1 and 8.3.2 (Membership Fees): These sections have been modified to reflect the structure of membership fees currently paid by the NVTa Member Jurisdictions on an informal basis. Since membership fees may be part of the security for the proposed TIFIA loan, we believe it is advisable to have a formal agreement on the amount of current and future membership fees to be paid by NVTa Member Jurisdictions.

Section 8.3.3 Transportation Funds: The current language of Section 8.3.3 describes NVTa's receipt, use and distribution of TDA funds and specifies that TDA funds may be used "only for transportation, transit and paratransit services and capital improvements." It is recommended that the repayment of debt obligations is included as a proper use of TDA funds to clearly authorize the repayment of the TIFIA loan. We recommend adding to this provision the specific authorization to use TDA funds for "payment of related debt obligations." We recommend this change as a clarification as other amendments are necessary for the TIFIA loan.

Section 8.4.2 (Limitation on Expenditures): The current language of Section 8.4.2 reads as follows:

"8.4.2 Limitation on Expenditures. NVTa may not obligate itself beyond the monies due to NVTa under this Agreement plus any monies on hand or irrevocably pledged to its support from other sources."

The proposed TIFIA loan will be secured by various revenue streams receivable by NVTa, including local transportation funds and membership fees. However, the TIFIA loan will not be a limited obligation loan payable solely from those revenue streams. While NVTa Staff fully expect the secured revenue streams to be more than enough to pay debt service on the TIFIA loan, NVTa's general fund could also be used to pay debt service in the unlikely event that the secured revenue streams are insufficient. Since the current language of 8.4.2 arguably prohibits such general obligation debt, we view its deletion as necessary for the TIFIA loan.

Section 8.5.2(c) (Contribution by Member Jurisdictions): The current language of this section states that NVTa Member Jurisdictions may be held responsible for NVTa liabilities in proportion to their respective voting power on the NVTa Board. This seems to contradict the language of Section 8.5.1(a), which states that: "The debts, liabilities, and obligations of NVTa shall be solely the obligation of NVTa and not the debts, liabilities, and obligations of the Member Jurisdictions or their respective officers or employees." We recommend that this

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section be deleted since it creates a troubling ambiguity in the agreement. However, this change is not necessary for the TIFIA loan.

Other Miscellaneous Changes: Other minor changes and corrections to the agreement may be found in Sections 3.1, 3.2, 4.3.1(a) & (c), 6.1, 6.3.3, 7.10 and 8.3.3. These changes are not substantive and, while we view them as advisable, they are not necessary for the TIFIA loan.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

First Amendment to Napa Valley Transportation Authority (NVTA) Agreement No. 20-14 with KNN Public Finance, LLC

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, and make minor modifications, the First Amendment to NVTA Agreement No. 20-14 with KNN Public Finance, LLC for additional professional services to secure Transportation Infrastructure Finance and Innovation Act (TIFIA) financing.

EXECUTIVE SUMMARY

The NVTA Board of Directors approved Agreement 20-14 at its August 19, 2020 meeting for professional services with KNN Finance, LLC to secure a TIFIA loan through the Build America Bureau (BAB) to construct the Vine Maintenance Facility. A portion of the funding package submitted to BAB for consideration of financing included Regional Measure 3 (RM3). The California Supreme Court recently announced a decision to hear the case against RM3 which will significantly delay securing these funds for the maintenance facility. Without RM3, NVTA must complete the funding package using another source

The Amendment will provide NVTA with assistance from KNN in obtaining a second loan from a private banking institution, developing the financing structure for that loan, provide internal support during NVTA's credit review process, and help with resubmitting an indicative debt rating letter request to Moody's Investment Services.

FISCAL IMPACT

\$25,000 for the additional scope of services.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov
SUBJECT: First Amendment to Napa Valley Transportation Authority (NVTA)
Agreement No. 20-14 with KNN Public Finance, LLC

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute, and make minor modifications, the First Amendment to NVTA Agreement No. 20-14 with KNN Public Finance, LLC for additional financial advisory services to expand the scope of services to secure Transportation Infrastructure Finance and Innovation Act (TIFIA) financing and private sector financing for the construction of the new Vine Transit Maintenance Facility in an amount not to exceed \$25,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

It was the original intent to fund the new Maintenance Facility with a combination of Transportation Development Act (TDA), Federal Transit Administration (FTA), Regional Measure 3 (RM3) and TIFIA financing. Recent announcements that California Supreme Court has agreed to hear arguments in a lawsuit against Regional Measure 3, the \$3 toll increase on the Bay Area's State Owned Bridges passed by Bay Area voters in 2018. That has compelled staff to recommend to the NVTA board to anticipated RM3 funds with a private sector loan to satisfy the Build America Bureau's (BAB) requirements to have a complete funding package prior to the close of the TIFIA loan.

To address the funding gap, staff is proposing to expand KNN's scope of services to provide the agency with assistance to secure private bank loan. The work will include support during the credit review process, help in negotiating a term sheet, and assistance

with resubmitting a new indicative debt rating request letter from Moody's Investment Services. All of these services were not in the original scope of work. The additional services will help accelerate the TIFIA loan and mitigate further delays to complete the financial due diligence process.

NVTA is working with staff at the Metropolitan Transportation Commissioner (MTC) to secure a Letter of No Prejudice (LONP) for RM3 North Bay Transit Access Improvements competitive funds. An LONP permits a project sponsor to incur costs on a project using non-RM 3 resources, with the understanding that the costs incurred after the approval of the LONP may be eligible for reimbursement once RM 3 funds become available. The LONP is not necessary nor will it aid NVTA to secure the TIFIA loan, but rather it would allow the agency to reduce its debt payments but using future RM3 funds to pay down or pay off the debt. It should be underscored that NVTA would be proceeding at its own risk, and that the LONP does not guarantee that funds will ultimately be available.

ALTERNATIVES

The agency could forgo the use of industry experts to negotiate and secure a secondary loan. However, staff does not have the technical knowledge nor expertise to pursue the type of financing arrangement that will result in a loan agreement. Seeking competitive grant funds could delay the project indefinitely and halt efforts to obtain a TIFIA loan, and delaying the project and incurring potential construction escalation of \$500,000 to \$1 million annually

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1: Serve the transportation needs of the entire community regardless of age, income or ability.

Constructing the facility is needed to ensure fueling facilities are ready for electric buses currently on order and to ensure public transit services are provided in a safe and effective way.

Goal 3: Use taxpayer dollars efficiently.

Support to secure additional financing from a private bank will allow NVTA to continue the financing process with the BAB and accelerate securing a TIFIA loan, advertise for the construction of the maintenance facility and start construction by the spring of 2021.

ATTACHMENTS

(1) Draft First Amendment to NVTA Agreement No. 20-14

**FIRST AMENDMENT TO
NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA")
AGREEMENT NO. 20-14**

THIS FIRST AMENDMENT TO NAPA VALLEY TRANSPORTATION AUTHORITY ("NVTA") AGREEMENT NO. 20-14 herein after referred to as "Agreement" is made and entered into as of this 18th day of November, 2020 between the NAPA VALLEY TRANSPORTATION AUTHORITY (hereinafter referred to as "NVTA"), and KNN Public Finance, LLC, whose mailing address is 1300 Clay Street, Suite 1000, Oakland, CA 94612, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, in August 2020 NVTA contracted for specialized financial consulting services to assist with securing a Rural Project Initiative (RPI) Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance offered through the US Department of Transportation's (DOT) Build America Act (BAB); and

WHEREAS, NVTA wishes to obtain additional services to assist in securing TIFIA financing and private sector financing as described in the scope of work in EXHIBIT A-1 attached; and

WHEREAS, CONTRACTOR can provide the requested services at a cost to NVTA in the amount not to exceed \$25,000.

TERMS

NOW, THEREFORE, the NVTA and CONTRACTOR agree to amend the Agreement as follows:

1. Section 3, Compensation of the Agreement and the rates set forth in EXHIBIT B are amended to include:
 - a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NVTA shall pay CONTRACTOR annually at the rates set forth in EXHIBIT B-1, attached hereto and incorporated by reference herein.
 - b) Expenses. Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by NVTA.
 - c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **\$127,500** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

2. Except as set forth above, the terms and conditions of the Agreement shall remain in full force and effect as previously approved.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

"NVT A"

"CONTRACTOR"
KNN Public Finance, LLC

By _____
KATE MILLER
Executive Director

By _____
DAVID LEIFER
Senior Managing Director

ATTEST:

By _____
KARALYN E. SANDERLIN
NVT A Board Secretary

Approved as to Form	
By:	_____
	NVT A General Counsel
Date:	_____

EXHIBIT A-1

SCOPE OF WORK

FINANCIAL CONSULTING SERVICES

In addition to the services provided as described in EXHIBIT A of the Agreement, CONTRACTOR shall perform the following services needed to assist NVTA in securing TIFIA and private sector financing in support of the project as follows:

- CONTRACTOR shall assist NVTA in the dialog with potential lenders as requested.
- CONTRACTOR shall perform preliminary analysis of cost across alternatives.
- CONTRACTOR shall advise NVTA in its selection of a lender.
- CONTRACTOR shall assist with the design and development of a credit structure that shall balance the TIFIA requirements, bank requirements, and NVTA's continuing need for operational flexibility.
- CONTRACTOR shall coordinate with lending bank and negotiate security structure based on required terms and provisions under the TIFIA loan agreement.
- CONTRACTOR shall incorporate bank loan into overall cashflow model, flow of funds illustrations, and other analytical components of the overall financing plan.
- CONTRACTOR shall prepare the financing schedule and interested parties list.
- CONTRACTOR shall coordinate the efforts of the financing team with respect to the preparation and approval of the financing documents by the NVTA Board of Directors.
- CONTRACTOR shall assist in the review of financing resolutions, loan agreements, continuing covenant agreements and related documents with NVTA; monitor the financing process and advise NVTA on any material issues herewith.
- CONTRACTOR shall develop good faith estimates as required by State law for presentation to the NVTA Board of Directors.
- CONTRACTOR shall provide advice and recommendations to NVTA on the financial structure of the transaction, create appropriate schedules, and provide such financial advisory services as are standard and customary for the referenced financing transaction.
- CONTRACTOR shall assist NVTA in procuring any additional special financing services.
- CONTRACTOR shall assist NVTA in preparing or reviewing reports and other communications.
- CONTRACTOR shall attend meetings.
- CONTRACTOR shall coordinate the closing of the financing.
- CONTRACTOR shall undertake other work necessary related to the completion of the financing.

CONTRACTOR advisory relationship with NVTa relating to the bank loan will terminate upon successful closing of the financing and can be terminated t any time by either party.

EXHIBIT B-1

COMPENSATION RATES

(Revised – 11/2020)

CONTRACTOR's compensation rates of assigned team/staff members to provide services are:

KNN Project Budget

Project Phase	Estimated Hours*	Estimated Cost*
1 TIFIA Creditworthiness/Due Diligence		
a) Indicative Credit Rating Review and Credit Development	30 – 40	\$9,000 - \$12,000
b) Financing Team Assistance (i.e. Bond Counsel Onboarding and Collateral Agent Procurement)	10 – 15	\$3,000 - \$4,500
c) Cash Flow Model Update & Loan Sizing	20 – 30	\$6,000 - \$9,000
d) Project Presentation to Build America Bureau	30 – 40	\$9,000 - \$12,000
e) Legal & Financial Due Diligence Research & Response	15 – 25	\$4,500 - \$7,500
Subtotal Phase 1		\$31,500 - \$45,000
2 TIFIA Execution		
a) Term Sheet Negotiation	20 – 30	\$6,000 - \$9,000
b) Document Development and Review	30 – 40	\$9,000 - \$12,000
c) Weekly TIFIA Team Calls	25 – 35	\$7,500 - \$10,500
d) Board/Stakeholder Meetings & Preparation	15 – 20	\$4,500 - \$6,000
e) Debt Policy Development	10 – 15	\$3,000 - \$4,500
f) TIFIA Loan Closing	15 – 25	\$4,500 - \$7,500
g) Alternatives Analysis and Other Advisory Needs	10 – 20	\$3,000 - \$6,000
Subtotal Phase 2		\$37,500 - \$55,500
Total Phase 1 and Phase 2 Cost Proposal		\$69,000 - \$100,500

*Based on a blended hourly rate for KNN team members of \$300.

3 First Amendment - Additional Services	
Securing TIFIA and private sector financing as described in the scope of work under EXHIBIT A-1	\$25,000
Other Indirect/Direct Costs: Mileage, airfare, or other travel to meetings, internal color copy print or outside copy print costs, courier or delivery charges, market data services, and conference call charges not to exceed	\$2,000
TOTAL AMOUNT NOT TO EXCEED	\$127,500

Name	Role	Billing Rate ¹ /hour
David Leifer	Project Oversight	\$345
Melissa Shick	Project Manager	\$320
Nedko Nedev	Quantitative Expertise & Senior Execution Support	\$295
Grant Carson	Execution & Analysis	\$250
Kerrigan Partners, LLC²		
Richard Kerrigan	As-Needed Advisor	\$320

¹Such hourly rates would be subject to annual increases not to exceed three (3) percent per year following the first year of the Contract. ²Should Richard Kerrigan, employee of Kerrigan Partners LLC, provide as-needed advisor services under the Scope of Work, such hours would be billed through KNN to NVTa and would be included in the total not-to-exceed amount established under the contract.

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A and EXHIBIT A-1 of the Agreement shall not exceed the amount shown per task and/or the total amount shown under EXHIBIT B-1 of \$127,500. Maximum payments under this Agreement shall not be construed as guaranteed sums.

Subject to Agreement, CONTRACTOR shall periodically invoice NVTA based on progress towards completion of each task/deliverables listed.

Optional or as needed work to be performed by CONTRACTOR and their associated costs must be approved by NVTA prior to performance.